

## **NOTICE**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

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AND WHEN RECORDED, MAIL TO:**

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**CONTRA COSTA Co Recorder Office  
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**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
WALNUT CREEK MUTUAL NO. SIXTY-FIVE**

**NOTICE OF RENTAL RESTRICTION**

**THIS DOCUMENT CONTAINS RESTRICTIONS WHICH MAY LIMIT YOUR  
ABILITY TO LEASE YOUR RESIDENCE.**

Please note that, among other restrictions, Walnut Creek Mutual No. Sixty-Five has a limitation on the number of authorized rentals of not more than five (5) Units at any time. Written approval of the Board is required to lease a Unit. You are directed to review the restrictions contained in Article 5 of these CC&Rs.

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**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WALNUT CREEK MUTUAL NO. SIXTY-FIVE**

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This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-Five (the "Declaration") is made on the date hereinafter set forth by WALNUT CREEK MUTUAL NO. SIXTY-FIVE, a California nonprofit mutual benefit corporation (the "Mutual").

**RECITALS**

A. WHEREAS, an instrument entitled "Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty-Five" was recorded on October 16, 2001 as Document No. 2001-0311734 in the Official Records of Contra Costa County, California (as amended, the "Declaration");

B. WHEREAS, an instrument entitled "First Amendment to Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty-Five" was recorded on September 29, 2011 as Document No. 2011-0201864 in the Official Records of Contra Costa County, California;

C. WHEREAS, an instrument entitled "Second Amendment to Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty-Five" was recorded on April 6, 2015 as Document No. 2015-0063434 in the Official Records of Contra Costa County, California;

D. WHEREAS, the Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California and described as follows (collectively, the "Complex"):

All of that parcel of land shown within the subdivision boundary of Subdivision 7878 as shown on the Map of Subdivision 7878, recorded on December 2, 1994, in the Official Records of Contra Costa County at Book 376 of Maps, Page 40, Contra Costa County Recorder; and

Lot 1 as shown on the Map of Subdivision 7674, recorded on December 2, 1994, in the Official Records of Contra Costa County at Book 376 of Maps, Page 43, Contra Costa County Records;

E. WHEREAS, all of the real property described herein, including all improvements thereon, constitute a "condominium project" within the meaning of *California Civil Code* section 4125;

F. WHEREAS, the Mutual desires to amend the Declaration as set forth below;

G. WHEREAS, pursuant to Article XVIII, Section 18.1 of the Declaration, the Declaration may be amended with the approval of Members representing at least fifty-one percent (51%) of all eligible Members of the Mutual;

H. WHEREAS, all approvals required to amend the Declaration have been obtained;

I. IT IS FURTHER HEREBY DECLARED that all of the real property described herein is held and owned and shall be held, owned, operated, managed, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a plan and purpose of protecting, preserving and enhancing the value, desirability and attractiveness of the said real property and every part thereof, and of fostering the development, management, improvement, enjoyment and sale of the said real property and any part thereof; and

J. IT IS FURTHER HEREBY DECLARED that all of the covenants, conditions, and restrictions herein set forth shall constitute enforceable equitable servitudes as provided in *Civil Code* section 5975, shall constitute covenants that shall run with the said real property, and shall be binding upon and inure to the benefit of each Owner of any portion of the said real property or of any interest therein and their heirs, successors, and assigns.

## ARTICLE 1

### DEFINITIONS

1.1 Additional Charges. “Additional Charges” shall mean all costs, fees, charges and expenditures, including without limitation, interest, late charges, attorneys’ fees, recording and filing fees, and all other costs actually incurred by the Mutual in collecting and/or enforcing payment of Assessments, fines and/or penalties.

1.2 Annual Assessment. “Annual Assessment” shall have the meaning set forth in Section 8.6. “Annual Assessment” may also be referred to as “Regular Assessment,” “Dues,” or the “coupon.”

1.3 Architectural Control Committee. “Architectural Control Committee” and “ACC” shall mean the Architectural Control Committee, if any, created pursuant to Article 7 of this Declaration and Article 10 of the Bylaws.

1.4 Articles. “Articles” shall mean the Articles of Incorporation of Walnut Creek Mutual No. Sixty-Five, as they may be amended from time to time, and as filed with the Office of the Secretary of State of California.

1.5 Assessments. “Assessments” shall mean any or all of the following: Annual Assessment, Special Assessments, and Reimbursement Assessments.

1.6 Board of Directors. “Board of Directors” or “Board” shall mean the governing body of the Mutual.

1.7 Bylaws. “Bylaws” shall mean the Amended and Restated Bylaws of Walnut Creek Mutual No. Sixty-Five and any duly adopted amendments thereto.

1.8 Capital Improvement. “Capital Improvement” shall mean the original construction of an improvement that did not previously exist, as distinguished from the repair, upgrade or replacement of an existing improvement.

1.9 City. “City” shall mean the City of Walnut Creek.

1.10 Civil Code. “Civil Code” shall mean the *California Civil Code* as amended from time to time.

1.11 Common Area. “Common Area” shall mean all real and personal property, improvements and airspace comprising the Development which is owned by all of the Owners in common, but excluding the Units, including but not limited to: (a) all non-residential improvements including walks, fences, boundary walls, gates (if any) within fences and/or boundary walls, Parking Spaces, driveways and

landscaping that is not contained within Decks, Patios and/or Garages; (b) all elements of the buildings which are not part of a Unit, including foundations, basements, columns, girders, beams, subfloors and roofs; (c) all unfinished floors, ceilings, bearing walls and/or common walls separating individual Units; (d) all exterior walls and decorative elements thereon; (e) all conduits, pipes, plumbing, wires, and other utility installations not contained within any Unit; and (f) all sprinklers, sprinkler pipes, sprinkler heads, and/or other parts of the fire suppression system, including those which protrude into the airspace of a Unit. Some portions of Common Area are Exclusive Use Common Area.

1.12 County. "County" shall mean the County of Contra Costa.

1.13 Declaration. "Declaration" shall mean this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-Five, recorded in the Office of the County Recorder of Contra Costa County, California, and any amendments thereto. The Declaration may also be referred to as the "CC&Rs."

1.14 Deck. "Deck" shall mean a ground level improvement made of wood or comparable material and adjacent to a ground level Unit or the ground level of a Unit, the exclusive use of which is set aside, allocated, assigned and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Decks are Exclusive Use Common Area.

1.15 Development. "Development" shall mean all the real property described in this Declaration which comprises the Walnut Creek Mutual Sixty-Five Devonshire condominium project, including such additions thereto as may hereafter be brought within the jurisdiction of the Mutual.

1.16 Exclusive Use Common Area. "Exclusive Use Common Area" shall mean any portion of the Common Area the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use or possession of the Residents of a particular Unit and/or which exclusively serves a particular Unit, including, without limitation: Decks, Patios, Garages, window systems (including all frames, glass, gaskets, screens, flashing, and other waterproofing components); sliding glass doors (including all frames, glass, gaskets, screens, flashing, and other waterproofing components); exterior doors, door frames and any door screens; skylights (including all frames, the lens/bubble, flashing, and other waterproofing components); chimneys, flues, and heating and air conditioning ducts; internal and external telephone wiring; and internal and external cable, broadband, and other telecommunications wiring and cabling.

1.17 Foundation. "Foundation" shall mean the Golden Rain Foundation of Walnut Creek, a California nonprofit mutual benefit corporation.

1.18 Foundation's Governing Documents. "Foundation's Governing Documents" shall mean, collectively, the Foundation's articles of incorporation and bylaws, as amended from time to time, any policies and resolutions adopted by the Foundation's board of directors and distributed to the Foundation's members, and the Establishing Agreement.

1.19 Governing Documents. "Governing Documents" shall mean the Articles, Bylaws, Declaration and Rules adopted by the Board and distributed to the Members.

1.20 Maintenance. "Maintenance" or to "maintain" (whether the term is capitalized or not) shall mean the act of caring for property, preserving it from failure or deterioration, including but not limited to painting, caulking, cleaning, and minor, non-structural upkeep.

1.21 Majority of a Quorum. "Majority of a Quorum" shall mean a majority of the votes cast in any lawful vote or election by the Members in which the number of votes cast equals or exceeds the number required to establish a quorum.

1.22 Map. "Map" shall mean the subdivision map entitled "Subdivision 7878" filed for record in Contra Costa County, California on December 2, 1994, in Book 376 of Maps, at Page 40; and the subdivision map entitled "Subdivision 7674" filed for record in Contra Costa County, California on December 2, 1994, in Book 376 of Maps, at Page 43.

1.23 Member. "Member" shall mean an Owner.

1.24 Mortgage. "Mortgage" shall mean a deed of trust as well as a mortgage in the conventional sense.

1.25 Mortgagee. "Mortgagee" shall mean a beneficiary under a deed of trust as well as under a Mortgage. A "First Mortgagee" shall mean a beneficiary under a deed of trust as well as under a Mortgage first in priority of lien over all other encumbrances.

1.26 Mutual. "Mutual" shall mean Walnut Creek Mutual No. Sixty-Five, its successors and assigns.

1.27 Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Condominium which is a part of the Development.

1.28 Parking Space. "Parking Space" shall mean a space within the Common Area designed for parking a motor vehicle. Assigned Parking Spaces are Exclusive Use Common Area.

1.29 Patio. "Patio" shall mean a ground level improvement made of concrete or comparable material and adjacent to a ground level Unit or ground level of a Unit, the exclusive use of which is set aside, allocated, assigned and/or restricted to the exclusive use of the Residents of the Unit to which it is adjacent. Patios are Exclusive Use Common Area.

1.30 Plan. "Plan" shall mean the Condominium Plan recorded on December 12, 1994 as an exhibit to Document No. 94-292899 in the Official Records of Contra Costa County.

1.31 Reimbursement Assessment. "Reimbursement Assessment" shall have the meaning set forth in Section 8.9.

1.32 Repair. "Repair" (whether the term is capitalized or not) shall mean the minor restoration of property that is torn, broken, or otherwise damaged, or has sustained wear, tear or deterioration such that minor restoration is necessary.

1.33 Replacement. "Replacement" or to "replace" (whether the term is capitalized or not) shall mean substantial reconstruction, restoration, or substitution of the whole or a substantial part of property that has been damaged or destroyed through usage or through hazard or catastrophe such that it is no longer useable or serviceable in its current condition.

1.34 Resident. "Resident" shall mean any person who resides in a Unit within the Development whether or not such person is an Owner as defined in Section 1.27, above.

1.35 Rules. "Rules" shall mean the rules, regulations, and policies governing the use, occupancy, management, administration and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time.

1.36 Special Assessment. "Special Assessment" shall have the meaning set forth in Section 8.7.

1.37 Subdivision Map. "Subdivision Map" or "Map" shall be that certain Map of Subdivision 8054, recorded May 5, 1998, in Book 399 of Maps at Pages 36 *et seq.*, in the Office of the County Recorder of Contra Costa County.

1.38 Total Voting Power. "Total Voting Power" shall mean the total number of votes of all Members entitled to vote at a particular time, calculated on the basis of one vote for each Condominium.

1.39 Unit. "Unit" shall mean the elements of a Condominium that are not owned in common with the other Owners of Condominiums within the

Development. Each Unit is an individual residence shown as a separately designated and numbered area on the Plan. Each Unit consists of the interior airspace bounded by and contained within the interior unfinished surfaces (which unfinished surfaces shall not include paint, paper, wax, tile, enamel, or other finishes) of the floors, ceilings, and perimeter walls; provided, however, that bearing walls located within a Unit (except for the finished surfaces thereof) are Common Area and not part of the Unit. Each Unit further consists of the utility installations, fixtures, cabinetry and appliances located within its boundaries and/or which exclusively serve the Unit including, without limitation: oven, range and fans; garbage disposal unit; dishwasher unit; refrigerators; freezers; washing machines, dryers and vents; hot water heaters; heaters/furnaces; lighting fixtures; any Board approved air conditioning units, condensers, and equipment; plumbing fixtures including bathtubs, sinks and wash basins, shower stalls, toilets, and metal plumbing fixtures (including diverters); fireplaces and fireboxes; telecommunications, internet and cable facilities; smoke alarms and fire sprinklers; and interior partitions which are located entirely within the boundaries of the Unit they serve. Each Unit includes both the portion of the building so described and the airspace so encompassed. There are 44 Units in the Development.

## ARTICLE 2

### MUTUAL; FOUNDATION

2.1 Management and Operation. The Mutual shall manage and operate the Development in accordance with the Governing Documents and California law. The Mutual shall have all of the powers set forth in the Governing Documents, together with the general power to do any and all things that a nonprofit mutual benefit corporation may lawfully do under California law, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

2.2 Membership. Membership in the Mutual shall include, and shall be limited to, all Owners of any Condominium located within the Development. Membership shall be appurtenant to and may not be separated from ownership of a Condominium, and shall not be transferred, encumbered, pledged, alienated or hypothecated in any way, except upon the transfer or encumbrance of the Condominium to which it is appurtenant. Any attempt to make a prohibited transfer is void. Upon any transfer of title to a Condominium, including a transfer upon the death of an Owner, membership in the Mutual shall pass automatically to the transferee.

2.3 Voting. Only Members shall be entitled to vote, and only one vote shall be cast for each Condominium, as more particularly set forth in the Bylaws.

2.4 Board of Directors. The affairs of the Mutual shall be managed by or under the direction of a Board of Directors, the members of which shall meet the qualifications as set forth in the Bylaws. Directors shall be elected or appointed as provided in the Bylaws.

2.5 Mutual Policies. Subject to *Civil Code* section 4340 *et seq.*, the Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal and enforce such Policies as the Board deems necessary for the management and operation of the Development and the conduct of business and affairs of the Mutual.

2.6 Relationship to Foundation. The Mutual is one of several common interest developments located within the senior housing community known as Rossmoor (the "Rossmoor developments"). The Rossmoor developments are managed and operated by various associations known within Rossmoor as "mutuals." The mutuals (including the Mutual) are the beneficiaries under a certain trust agreement. The Foundation is the trustee under the trust agreement. By the terms of the Foundation's articles of incorporation and the trust agreement, the primary purpose of the Foundation is to act as trustee with respect to all land and improvement owned by the Foundation and to provide services and furnish community facilities to the mutual and for the benefit of the residents of the Rossmoor developments. Among other things, the Foundation is required by the trust agreement to collect for the costs of such services and facilities, such costs to be allocated pro rata among the mutual that are beneficiaries under the trust based on the number of the members of the respective mutual. The portion of these costs of the Foundation allocable to the Mutual are included in the component of the Annual Assessment imposed by the Mutual, as provided in Section 8.6.1 ("Calculation of Estimated Requirement").

2.7 Membership in the Foundation. Membership in the Foundation is distinct from membership in the Mutual and shall be as determined by the Foundation pursuant to its duly adopted articles of incorporation, bylaws, and/or other applicable instruments.

2.8 Assessments. The Mutual shall have the power and duty to levy and collect Assessments, as more particularly set forth in Article 8 of this Declaration.

2.9 Acquisition of Property. The Board, acting on behalf of the Mutual, shall have the power to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate and maintain real or personal property in connection with the affairs of the Mutual; provided, however, that in any fiscal year acquisitions by purchase of items not included in the reserve budget shall not exceed five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year, except upon the approval of at least a Majority of a Quorum of the Mutual. The

foregoing Member approval requirement shall not apply to the acquisition of a Condominium by the Mutual via foreclosure.

2.10 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, installation or acquisition of Capital Improvements upon the Common Area, provided that in any fiscal year expenditures for Capital Improvements shall not exceed five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year, except upon the approval of at least a Majority of a Quorum of the Mutual.

2.11 Sale or Transfer of Mutual Property. Except as otherwise provided herein or by law, the Board of Directors shall not in any fiscal year sell, lease, or otherwise transfer property owned by the Mutual having a value in excess of five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year without the approval of at least a Majority of a Quorum of the Total Voting Power of the Mutual; provided, however, that the foregoing Member approval requirement shall not apply to the sale or transfer of any Condominium which is owned by the Mutual as a result of the Mutual having acquired such Condominium via foreclosure.

2.12 Easements to Owners. The Board shall have the power to grant and convey easements, licenses for use and rights of way in, over or under the Common Area or any portion thereof to Condominium Owners, for such purposes as the Board deems to be appropriate and not inconsistent with the purposes and interests of the Mutual, subject to the limitations set forth in the Governing Documents. Unless an exception as set forth in *Civil Code* section 4600 applies, the approval of a Majority of a Quorum shall be required before the Board may grant exclusive use of any portion of the Common Area to a particular Owner.

2.13 Safety and Security. Neither the Mutual nor the Board is responsible for ensuring the safety and security of the Mutual's Residents, guests or invitees. Neither the Mutual nor the Board has police powers.

### ARTICLE 3

#### OWNERSHIP RIGHTS AND EASEMENTS

3.1 Ownership of Condominium; Exclusive Easements. Ownership of each Condominium within the Development shall include: (i) a designated Unit; (ii) an undivided 1/44th interest as tenant in common in the Common Area; (iii) a membership in the Mutual; and (iv) any exclusive easements or easements appurtenant to such Unit and such other easements as are applicable, all as described in the Declaration or in the deed to the Condominium. The undivided interests in the Common Area established in this Declaration cannot be changed. The undivided interests in the Common Area shall not be severed or conveyed

separately from the respective Units to which they are appurtenant, and each such undivided interest shall in all cases be deemed to be conveyed or encumbered along with the respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any purported severance or separate conveyance of an undivided interest in the Common Area apart from a conveyance of the respective Unit shall, for all purposes, be null, void and unenforceable. In interpreting deeds, it shall be conclusively presumed that the then-existing physical boundaries of a Unit are its boundaries, rather than the metes and bounds or other description expressed in the deed, and regardless of any settling or lateral movement of buildings or minor variance between the boundaries shown on the deed, the Declaration and the actual existing physical boundaries.

3.2 Owners' Non-Exclusive Easements of Enjoyment. Every Owner of a Condominium shall have a non-exclusive easement of use of and enjoyment in, to and throughout the Common Area of the Development for ingress, egress, and support over and through the Common Area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions:

(a) The right of the Board of Directors to establish and enforce reasonable Rules governing the use of the Common Area and facilities thereon;

(b) The right of the Board to charge reasonable admission and other fees for the use of any facilities situated upon the Common Area;

(c) The right of the Board to suspend an Owner's rights and privileges as a Member to the extent permitted by law for any period during which any Assessment against such Owner's Unit remains unpaid and/or for infraction of the Governing Documents of the Mutual;

(d) The right of the Board, as set forth in Section 3.9, to grant easements and rights of way in, on, over or under the Common Area subject to the limitations set forth in Section 2.12 and *Civil Code* section 4600;

(e) The right of the Board to mortgage, pledge, encumber, or otherwise hypothecate the Common Area and facilities thereon as security for money borrowed by the Mutual, subject to any Member approval requirements set forth in this Declaration or the Bylaws; and

(f) The right of the Mutual or its authorized agents, as provided in this Declaration, to perform its obligations under this Declaration, including obligations with respect to construction, maintenance, repair or replacement for the benefit of the Common Area or the Owners in common.

3.3 Acquisition of Ownership Interest. Any person who acquires title to a Condominium or any ownership interest within the Development must notify the Mutual of his or her acquisition of an ownership interest. Notice must be provided in writing, to the Mutual's managing agent, within thirty (30) days of the person's acquisition of an ownership interest.

3.4 Delegation of Rights of Use and Enjoyment. Any Owner may delegate his or her rights of use and enjoyment, including easements, in the Development to the members of his household, tenants, guests and invitees, subject to the terms of the Governing Documents. Each Owner shall notify the Mutual's managing agent of the names of any tenants of such Owner's Unit. Each Owner and/or tenant shall also notify the Mutual's managing agent of the names of all members of his or her household to whom such Owner or tenant has delegated any rights of enjoyment in the Development as provided herein and the relationship which each such person bears to such Owner or tenant. Any rights of enjoyment delegated pursuant to this Section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. Notwithstanding the above, a leasing or renting Owner shall be deemed to have delegated to tenants all rights of use and enjoyment of Common Area facilities. The renting and leasing of Units shall be subject to the provisions of Article 5 of this Declaration.

3.5 Common Area Construction. Except as may be authorized by the Board, no person or entity, other than the Mutual or its duly authorized agents, shall construct, reconstruct, refinish, alter or maintain any improvement upon the Common Area, or shall make or create any excavation or fill upon the Common Area, or shall change the natural or existing drainage of the Common Area, or shall plant, remove or destroy any seed, plant material, tree, shrub, or other vegetation upon the Common Area.

3.6 Mechanic's Liens. In the event there shall be recorded against the Common Area a Notice of Mechanic's Lien for, or purporting to be for, labor or materials alleged to have been furnished or delivered for any Owner within the Development or his or her Condominium, such Owner shall forthwith cause such lien to be discharged by payment, bond or otherwise. If the Owner fails to cause the lien to be discharged, the Board may send written notice to the Owner specifying that unless the Owner causes the lien to be discharged within five (5) days from the date of such notice, the Board may cause the lien to be discharged. Within such five (5) day period, the Owner shall be permitted a hearing before the Board regarding the validity of such lien and any offsets or defenses thereto. At that time, the Board shall determine whether the lien adversely and improperly affects and encumbers the rights and interests of the Mutual or the other Owners. If the Board of Directors determines that the lien does adversely and improperly

affect and encumber such rights and interests and that adequate protection of such rights and interests has not been provided, the Board may cause the lien to be discharged by payment, bond or otherwise. The Board shall have the right to levy a Reimbursement Assessment against the subject Owner for all amounts paid by the Mutual, together with interest thereon at the legal rate and all costs and expenses incurred in connection with discharging a lien, including reasonable attorneys' fees.

3.7 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto and/or as between adjacent Units due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon in accordance with the terms of the Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, a tenant, or the Mutual.

In the event that a structure or any Unit is partially or totally destroyed and then repaired or rebuilt in accordance with the provisions of the Declaration, the Owners of each Unit agree that minor encroachments over adjoining Units shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist.

3.8 Utility Easements. Easements over and under the Development or any portion thereof for the installation, repair, maintenance and replacement of electric, telephone, water, gas, and sanitary sewer lines and facilities, heating and air-conditioning facilities, cable, or master television antenna lines, drainage facilities, storm water drains and pipes, walkways, and landscaping as may be hereafter required or needed to service the Development, are reserved by and shall exist in favor of the Mutual, together with the right to grant and transfer the same. The Mutual shall maintain all utility installations located in the Common Area except for: (i) those installations maintained by utility companies, public, private or municipal; and (ii) utility installations for which Condominium Owners are responsible, as provided in Section 6.2.10. The Mutual shall pay all charges for utilities supplied to the Development except those metered or charged separately to the Units.

3.9 Easements Granted by the Board. The Board shall have the power to grant and convey to any person or entity easements and rights of way, in, on, over or under the Common Area for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, and other purposes, public sewers, storm water drains and pipes, water systems, sprinkler and/or irrigation systems; water, heating and gas

lines or pipes, and any similar public or quasi-public improvements or facilities, and for any other purposes deemed by the Board to be appropriate and not inconsistent with the purposes and interests of the Mutual; provided, however, that no such easements may be granted if such easement would interfere with the use, occupancy or enjoyment by an Owner or Resident of any Unit and any existing exclusive easements over Common Area appurtenant thereto, if any, without the consent of the Owner(s) affected.

3.10 No Right to a View. Owners do not have the right to an unobstructed or any other type of view from their Unit. This Declaration shall not be construed as granting any Owner a right to a view and neither the Mutual nor any Member shall have an obligation to take any action regarding or to preserve or provide for a view from any Unit. This shall be the case even if an Owner purchased a “view lot or unit.” Owners should anticipate that the view, if any, which may exist at the time of their purchase will change during the period of their ownership.

3.11 Partition Prohibited. There shall be no judicial partition of the Development, or any part thereof, nor shall any Owner or any person acquiring any interest in the Development or any part thereof seek any judicial partition thereof; provided, however, that if any Unit is owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition by sale as between such co-tenants.

## ARTICLE 4

### USE RESTRICTIONS

4.1 Senior Citizen Residential Use. Except to the extent permitted by Sections 4.3 and 4.4, below, Units shall be occupied and used for residential purposes only. Occupants, including guests, of each Unit shall be subject to age and other restrictions set forth in a written policy (i.e., the Senior Housing Rules) adopted by the Board in compliance with applicable federal and California law as those laws may be amended from time to time. It is the intention of this provision to restrict occupancy to older persons or senior citizens to the fullest extent permitted by applicable law.

4.2 Number of Occupants. The number of Residents per Unit shall not exceed two (2) individuals per bedroom, plus one (1) additional individual per Unit, so long as said limitation is not in conflict with any governmental regulation or ordinance.

4.3 Rental of Condominiums. The rental or lease of any Condominium within the Development shall be subject to the provisions of the Governing Documents and Article 5 of this Declaration.

4.4 Restriction on Businesses. Units and Exclusive Use Common Area shall be used for residential purposes only; no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purpose. Notwithstanding the foregoing, Owners or Residents of the Unit may use any portion of a Unit as an office, provided that: the primary use of the Unit is as a residence; no advertising or signage is used in any manner in connection with the office use; no customers, clients, or patients enter the Unit on any regular basis; and the use is in compliance with all local ordinances. The Board shall have the authority to adopt Rules regarding the use of offices within the Development in order to maintain the residential characteristics of the Development.

4.5 Offensive Conduct, Nuisances, Noise. No harmful or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable disturbance or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area or the use and enjoyment of their Units. Without limiting any of the foregoing, no Resident shall permit noise, including but not limited to the barking of dogs, to emanate from the Resident's Unit, which would unreasonably disturb another Resident's enjoyment of his or her Unit or of the Common Area.

4.6 Use of the Common Area. All use of Common Area is subject to the Governing Documents and no modifications of any type shall be made to the Common Area without the express written permission of the Board. The Common Area shall be kept free of rubbish, debris, and other unsightly or unsanitary materials. Each Owner shall avoid causing any damage to the Common Area. No portion of the Common Area shall be monopolized by any Owner, group of Owners, Residents or tenants without the prior written approval of the Board of Directors.

4.7 Hazards. There shall be no obstruction of any part of the Common Area. Nothing shall be done, placed or kept within the Development that will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Mutual, or which will be in violation of any governmental statute, ordinance, rule or regulation. Nothing shall be stored in the Common Area without the prior consent of the Board. Each Owner and Resident shall comply with all requirements of all federal, state and local governmental authorities, and all laws, ordinances, rules and regulations applicable to his or her Condominium.

4.8 Requirement of Architectural Approval. As addressed in greater detail in Article 7, construction, installation, modification or alteration of buildings, common systems (including plumbing and electrical systems), outdoor structures

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(including outbuildings, tents, shacks, trailers, sheds, or temporary buildings of any kind), landscaping, and outdoor lighting are subject to approval of the Architectural Control Committee and/or Board.

4.9 Prohibition on Smoking. In order to protect the health, safety and welfare of all Residents of the Development; to comply with Walnut Creek Ordinance No. 2118; and to protect against damage to the Development caused by fire, the smoking of cigarettes, e-cigarettes, cigars, any other tobacco or nicotine product, marijuana, and/or other legal or illegal substance in the Common Area, whether indoors or outdoors is strictly prohibited. "Smoking" shall include the inhaling, exhaling, burning or carrying of any lit cigarette, cigar, e-cigarette, any other tobacco or nicotine product, marijuana, and/or legal or illegal substance, and shall include smoke and vapor from any activity drifting from a Unit to the Common Area.

4.10 Outside Drying and Laundering. No outside clothes washing, drying, or airing facilities shall be maintained in the Development. Nothing in this Declaration shall be deemed to authorize or permit any Owner to install any outside drying and laundering systems upon any portion of the Common Area, including Exclusive Use Common Area Decks and Patios.

4.11 Satellite Dishes and Antennas. No outside mast, tower, pole, radio or television aerial, antenna (including so-called "CB" or "ham" radio antennas), satellite dish, wire, or other receiving or transmitting device shall be erected, constructed or maintained in the Development (including the Common Area, or the outside of any building) except (i) those erected, constructed or maintained by the Mutual, (ii) those expressly approved by the Board or the Architectural Review Committee, (iii) those (if any) initially installed during the original construction of the Development by the original Declarant, (iv) a free-standing antenna located within a Balcony or Deck which does not extend outside the airspace encompassed within the Balcony or Deck, or (v) those devices which, by law, cannot be prohibited by the Association. The Board may adopt Rules regarding the installation and maintenance of antennas, satellite dishes, telecommunications devices, and related wiring for such devices.

4.12 Solar Energy Systems. Solar energy systems as defined in *Civil Code* sections 801.5(a)(1) and (2) are subject to prior architectural approval pursuant to Article 7. The Board may adopt Rules regarding the installation and maintenance of solar energy systems.

#### 4.13 Animals and Pets.

4.13.1 Limitations on Animals and Pets. No reptiles, rodents, insects, poultry or livestock may be kept, bred or maintained within the Development. Additionally, no animals or pets shall be kept, bred or maintained

within the Development for commercial purposes. A maximum of two (2) dogs and two (2) cats may be kept in each Unit. Additionally, a reasonable number of fish or small caged animals may also be kept in a Unit, subject to any Rules adopted by the Board.

4.13.2 Service Animals and Assistance Animals. Service animals and assistance animals are not pets for purposes of Section 4.13, however, Owners shall be responsible for their service animals in accordance with the provisions of Section 4.13 and the Rules. Service animals and assistance animals are permitted on the Development in accordance with *Civil Code* section 54.2 and any other applicable law.

4.13.3 Owner's Responsibility for Animals and Pets. While in Common Area, each dog must be restrained on a leash held by a responsible person capable of controlling it. The owner of each animal or pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such animal or pet. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be strictly liable to the Mutual and all other persons for any injury or damage to persons or property caused by the animal. The Owner shall indemnify the Mutual and its officers, Directors, and agents against any and all claims, damages, losses, demands, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner, members of his or her household, guests, tenants or invitees. No animal may be left, chained or otherwise tethered, in Common Area.

4.13.4 Rules. The Board may adopt and enforce Rules in addition to the provisions of this Section which may, among other things, include limitations on the size of animals and pets permitted.

4.13.5 Board Authority. The Board shall have the right to prohibit the keeping of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance or threat to persons, other animals, or property. Board action pursuant to this Section shall be effective only after a duly noticed hearing before the Board. After notice and hearing, the Board may order the removal of any animal or pet which, in the Board's sole discretion, causes excessive noise or otherwise creates a nuisance. Any animal that displays threatening behavior or attacks a person may be immediately barred from the Common Area until a hearing can be conducted.

4.14 Bird Feeders. Bird feeders (except for hummingbird feeders which dispense liquid only) are prohibited and may not be installed anywhere on the Development.

4.15 Trash Disposal. Trash, garbage, accumulated waste plant material, or other waste and refuse shall be deposited only in containers provided for that purpose by the garbage collection service in a number, location, and size as determined by the Board of Directors. Such containers shall be concealed from view, subject to Rules adopted by the Board, except the containers may be placed on Common Area or where visible on the night before and the day that trash pick-up is to occur. No Owner or Resident shall permit or cause any garbage, trash, or other waste or refuse to be kept or accumulate upon any portion of the Common Area, except in such containers. Owners shall be responsible for any violations of this Section 4.15 and any applicable Rules adopted by the Board committed by their tenants, guests and invitees. The Mutual shall have the right to remove any extraordinary accumulation of rubbish, trash, garbage or debris to an offsite trash collection facility at the offending Owner's expense.

4.16 Construction Materials, Construction Debris. No portion of the Development shall be used for the storage of building materials unless approved by the Board or specifically authorized by the Rules. All construction debris shall be picked up and deposited daily in an appropriate container specifically designed for that purpose and provided by or on behalf of the Owner.

4.17 Machinery and Equipment; Vehicle Maintenance. Unless approved by the Board, no power machinery or equipment shall be permitted within the Development except as is customary and necessary in connection with approved construction and/or Residents' non-commercial use. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and any other relevant factors. No vehicle maintenance is permitted in the Development, with the exception of emergency work.

4.18 Signs, Banners, Flags. No sign of any kind shall be displayed to the public view from any portion of the Development except:

- (a) Signs required by legal proceedings;
- (b) Noncommercial signs or posters no larger than nine (9) square feet in size and noncommercial flags or banners no larger than fifteen (15) square feet in size, displayed upon an Owner's Unit, and limited to the fullest extent permitted by *Civil Code* section 4710;
- (c) A single sign of customary and reasonable dimension and design complying with the Mutual or Architectural Rules and reasonably located on a Unit advertising a Unit for sale or rent;
- (d) Other signs which by law cannot be prohibited;

(e) A flag of the United States, subject to any Federal, State, City or County restrictions as to size and as to time, place and manner of display;

(f) A single identification sign which has been approved by the Architectural Control Committee and/or Board located outside a Unit identifying the number or address of the Unit and/or the names of the occupants;

(g) Signs approved by the Board located at or near any entrance to the Development identifying the Development;

(h) Signs required for traffic control and regulation of streets or open areas within the Development; and

(i) Signs on the Common Area as approved by the Architectural Control Committee and/or Board for a purpose reasonably related to the affairs of the Mutual.

**4.19 Vehicles and Parking.** Vehicles of Owners and Residents shall not be parked anywhere in the Development except wholly within the Owner or Resident's garage and/or driveway or in areas designated by the Mutual for the parking of passenger motor vehicles ("Designated Parking Areas"). All garages, driveways, and Designated Parking Areas shall be used solely for the parking of golf carts or motor vehicles used for personal transportation. Parking in driveways shall be limited to the Owner of the garage served by the driveway and that Owner's invitees and shall be subject to the Rules adopted by the Board (which may restrict or prohibit parking in some or all driveways) and applicable ordinances imposed by the City.

**4.20 Prohibited Vehicles.** No trailer, camper, mobile home, recreational vehicle (excepting golf carts), boat, or any commercial vehicle or truck other than a standard size pickup truck (i.e., one ton or less), shall be parked, kept, stored or permitted to remain upon any area within the Development, other than wholly within a garage and temporarily in accordance with the Rules. All vehicles parked within the Development must have current registration and may not be dilapidated, inoperable or abandoned. The term "commercial vehicle" shall not include any sedan or standard size pickup truck which is used for both business and personal uses, provided that any signs or markings of a commercial nature on such a vehicle shall be unobtrusive and inoffensive as determined by the Board.

**4.21 Parking Enforcement; Parking Rules.** In addition to the provisions of Sections 4.19 and 4.20, above, the Board shall have the power and authority to adopt, promulgate and enforce parking Rules and shall have the power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking. Such power shall include the power and authority

to cause the towing, at the vehicle owner's expense, of vehicles which are parked within the Development in violation of any of the provisions of the Governing Documents. Costs incurred by the Mutual relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a Reimbursement Assessment against the Condominium Owner responsible or whose household members, tenants or guests are responsible for the presence of such vehicle. Parking Rules adopted by the Board may include, but are not limited to, restrictions on the length of time that vehicles may be parked in the Common Area, procedures regarding the registration of vehicles, and the issuance of parking permits or tags.

4.22 Garages. Each Owner and Resident shall keep his or her garage in a sanitary and safe condition. Each garage door shall remain closed except as necessary to permit entry and exit of vehicles or to provide ventilation for individuals working in the garage area. Garages are to serve as the primary parking facility. No part of any garage shall be used for commercial purposes or converted to other use, such as sleeping quarters, without the prior written consent of the Board.

4.23 Window Coverings. Drapes, window shades, and other window coverings installed in the windows of any Residence shall comply with any Rules adopted by the Board. Any drapes or other window covering installed in compliance with the Rules may remain for the useful life thereof. In no event shall aluminum foil, newspaper, cardboard, blankets, or similar materials be placed in windows. All window coverings shall be installed within ninety (90) days after the conveyance of the Condominium, unless the Rules provide otherwise.

4.24 Exterior Lighting. No Owner shall remove, damage or disable any exterior light, regardless of where located, which is connected to the Mutual's electric service.

4.25 Emergency Entry. The Mutual or any person authorized by the Mutual may enter any Residence at any time in the event of an emergency involving potential damage to the Project.

4.26 Outbuildings. No outbuilding, tent, shack, trailer, shed, or temporary building of any kind shall be located within the Development except when specifically authorized by the Board.

4.27 Drainage. No Resident shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the Development without the prior written approval of the Board.

4.28 Mineral Exploration. There shall be no exploration or removal any water, oil, hydrocarbons, or minerals of any kind without the approval of the Board, and only if permitted by local ordinance.

## ARTICLE 5

### RENTING OR LEASING

***Note that this Article 5 restates the existing limitation on the total number of Units which may be rented (five (5) Units, or approximately 11%) pursuant to the First Amendment to Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty-Five, recorded on September 28, 2011 as Document Number 2011-0201864 in the Official Records of Contra Costa County. All Units purchased after September 29, 2011 are subject to the 5 Unit cap on rentals, as set forth herein.***

5.1 Requirements for Renting. An Owner who wishes to rent his or her Unit shall:

(a) Complete an application for permission to rent as described in Section 5.7, below;

(b) Do so pursuant to a written lease or rental agreement. The lease or rental agreement shall be for an initial term of at least ninety (90) days and no more than one (1) year and shall expressly provide that its terms are subject to all the provisions of the Governing Documents and that failure of the tenant, members of the tenant's household, invitees or guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of such lease or rental agreement;

(c) File a copy of the signed lease or rental agreement with the Board within ten (10) days after the lease becomes effective. The Owner may redact or blackout the financial terms (i.e., the amount of rent and security deposit) from the copy of the lease or agreement provided to the Board;

(d) Comply with the requirements set forth in Section 10.7, below, namely, require the tenant to obtain and maintain a "renter's policy" (also known as an "HO-4" policy) and provide to the Board a certificate from the tenant's insurer certifying that the required insurance under Section 10.7 has been procured and is in full force and effect;

(e) Provide the tenant(s) with a copy of the Governing Documents and any subsequent changes thereto;

(f) Notify the Board of the name of each tenant and of the members of the tenant's household; and

(g) Have the duty and responsibility to keep the Board apprised of his or her current address and telephone number.

5.2 Rental of Entire Unit. As used in this Article, the term "rent" shall mean leased, rented, or occupied, whether or not for compensation of any kind. No Owner shall rent or lease less than the entire Condominium (including the Unit and any Exclusive Use Common Area appurtenant thereto), except as stated in Section 5.3, below. The preceding sentence is intended to prohibit the operation of a rooming house or similar operation within the Development. No Deck, Patio, Garage, or other facility shall be rented, leased or hired to anyone who does not have the right of possession of the entirety of the Unit. This Section is not intended to prohibit a resident Owner from sharing his or her Unit with a roommate or other person(s) with whom the Owner maintains a common household.

5.3 No Subletting or Short-Term Rentals; Roommates. No portion of any Unit shall be sublet nor shall any Owner lease a Unit for transient or hotel purposes. Owners are prohibited from offering all or part of any Unit for short-term rental for a period of less than ninety (90) days and more than one (1) year), through Airbnb, VRBO or other similar websites or entities, or by any other rental agreement which includes as consideration payment of money, trade or barter of other goods or services, or conveyance of property occupancy rights. However, a resident Owner may share his or her Unit with a roommate or other persons with whom the Owner maintains a common household and such persons may pay rent to the resident Owner. An Owner shall be considered a "resident Owner" if the Unit is the Owner's primary residence, as documented by at least two (2) of the following: motor vehicle registration, driver's license, voter registration, tax documents showing the Unit as the residence for purposes of a homeowner's tax exemption, or a utility bill. In such common household cases, the Unit shall not be considered a "rental" for the purposes of the restriction on the number of Units that may be rented, as set forth in Section 5.5, below.

5.4 Time-Share Arrangements Prohibited. No Unit shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement, plan, program, or arrangement, including, without limitation, any so-called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time-sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess any Unit in the Development rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be construed to limit the

personal use of any Unit in the Development by any Owner or his or her or its social or familial guests.

5.5 Restriction on Number of Units Leased or Rented. Except as provided in Sections 5.5.1 and 5.5.2, below, not more than five (5) of the Units within the Development (approximately 11%) shall, at any particular time, be leased or rented or occupied by anyone other than an Owner together with members of his or her household or temporary guests, such that the remainder of the Units in the Development are Owner-occupied. For purposes of this Article, the following individuals shall be deemed Owner-occupants if the Unit is owned by an entity other than a natural person: (i) a Resident of a Unit who is a trustee or beneficiary under a trust if legal title to the Condominium is in the name of the trustee(s) of the trust; (ii) a Resident of a Unit who is a shareholder with a majority shareholder interest in the corporation that owns the Condominium; and (iii) for any other legal entity, any Resident who is a majority owner of the entity.

5.5.1 Grandfathered Units/Termination of Right to Rent. The limitation on the number of permitted rentals as set forth in Section 5.5 shall not apply to any Member who is an Owner of a Condominium on September 29, 2011 (unless an Owner expressly consents to be subject to the limitation), but shall apply to any such Condominium or Condominiums upon transfer of title to such Condominium (provided the exceptions set forth in *Civil Code* section 4740(c) do not apply), such that if the number of Units then being leased or rented is more than the number permitted pursuant to Section 5.5, the Condominium shall be sold to an Owner-occupant and not for rental. For purposes of this Article 5, the right to rent a Unit shall not terminate for any of the reasons described in *Civil Code* section 4740(c), including but not limited to: transfers exempt for purposes of reassessment by the County tax assessor; probate transfers; and transfers exempt from the requirements to prepare and deliver a Real Estate Transfer Disclosure Statement.

5.5.2 Hardship Waivers. Upon written request of an Owner, the Board shall have the right, but shall not be obligated, to waive the limitation on the number of permitted rentals or the order of priority of requests to rent in cases of deserving and unusual hardship (for instance, a family illness requiring temporary relocation for treatment) provided: (i) each such waiver shall be for a limited term, not to exceed one (1) year; (ii) the Owner in question shall deliver to the Board a signed statement representing that he or she will retake possession and occupancy of the Unit as a Resident thereof upon the expiration of such limited term; and (iii) such waiver shall be subject to other conditions as the Board may determine, which conditions may include but shall not be limited to Board review and approval of the lease for such limited term. Owners may apply for consecutive hardship waivers, and the Board may approve consecutive hardship waivers as deemed appropriate. For purposes of this Section, a "hardship" shall not include

an Owner's desire for a particular sales price or profit from an otherwise saleable Unit.

5.6 List of Rented Units. The Board shall maintain a list of all Owners currently leasing or renting a Unit, which list shall include: (i) the Owner's name and mailing address; (ii) the address of the rented Unit and the Owner's record date of ownership; and (iii) term of the lease.

5.7 Written Application for Permission to Rent; Waiting List. Any Owner desiring to lease or rent his or her Unit shall submit to the Board a written application for permission to rent on a form provided by the Board (the "Application"). The Application shall state: (i) the Owner's name, mailing address, and current telephone number(s); (ii) the Unit address and the Owner's record date of ownership; (iii) the proposed lease term; and (iv) such other information as the Board may reasonably require from time to time. The Owner shall have the right, upon written request delivered to the Mutual, to appear in person before the Board to discuss the request to lease or rent his or her Unit. The Board shall establish and maintain a waiting list of the applications, organized in the order of date received by the Board.

5.7.1 Review of Application to Rent. Within thirty (30) days after receipt of the Application, the Board shall review and shall approve or deny the Application. Written notice of the Board's decision shall be transmitted to the requesting Owner and, if the request is denied, the notice shall specify the reason(s) for denial. If the Owner and his or her Unit are grandfathered pursuant to Section 5.5.1, above, the Board shall approve the Application subject to the other conditions of this Article. If the Owner and his or her Unit are not grandfathered in, the Board shall approve the Application unless doing so will increase the number of Units leased or rented within the Development to more than the number permitted under Section 5.5, or will otherwise result in the violation of any provision of this Article 5 or any other provision of the Declaration. When the number of Units leased or rented in the Development is less than the number permitted under Section 5.5, the Board shall authorize the Owner who submitted the earliest received Application to rent his or her Unit. When the number of Units leased or rented in the Development equals or exceeds the number permitted under Section 5.5, Owner Applications to rent shall be added to the waiting list maintained pursuant to Section 5.7.

5.7.2 Reconsideration of Denied Application or Request for Hardship Waiver. If an Application or hardship waiver request is denied, the requesting Owner shall have a right, upon written request, to reconsideration by the Board. Within ten (10) days after such reconsideration, the Board shall transmit its written determination to the requesting Owner and, if again disapproved, shall specify the reasons for such disapproval.

5.7.3 Duration of Authorization to Rent. Subject to the provisions of this Section 5.7.3, once an Owner who is not grandfathered pursuant to Section 5.5.1, obtains permission to lease or rent a Unit, that Owner shall have the right to continue renting that Unit to consecutive lessees or renters for consecutive terms without having to re-submit a request for permission to rent; provided such lease or rental is otherwise in compliance with the provisions of this Article 5 and is without interruption of more than thirty (30) days, or, in the case of approved remodeling of the Unit, ninety (90) days and provided further that during such interruption in rental the Owner shall not reoccupy the Unit for a period exceeding sixty (60) days.

5.7.4 Decision of Board Conclusive. The decision of the Board of Directors in approving or denying an Application or hardship request shall be final and conclusive.

5.8 Implementation. Upon request from the Board after this Declaration is recorded, each Owner renting or leasing a Unit shall provide such information as the Board may reasonably require to implement the provisions of this Article 5, including but not limited to the names of the tenants and the members of the tenants' household and the duration of the lease.

5.9 Mutual as Third Party Beneficiary. The Owner and the tenant(s) of any Condominiums subject to this Declaration shall be conclusively deemed to have agreed that the Mutual is an intended third party beneficiary to the contract between the Owner and the tenant(s); that failure of the tenant, members of the tenant's household, or guests to comply with the Governing Documents shall constitute a breach of the terms of the contract between the Owner and the tenant(s); and that the Mutual shall have the right but not the obligation to enforce the contract and to pursue every remedy available under the contract, under the Declaration, including but not limited to the rights granted pursuant to Section 5.10, below, or under the law, including eviction, to the same extent as the Owner of the Condominium. The Mutual's right to maintain an eviction action shall arise only in the event that: (i) the Mutual has given notice to the Owner detailing the nature of the infraction and the Owner has had a reasonable opportunity to take corrective action or to appear before the Board to present arguments against eviction by the Mutual, and (ii) the Owner has not taken action to prevent and/or correct the actions of the tenant giving rise to the damage or nuisance.

5.10 Assignment of Rents as Security for Payment of Liens. As security for the payment of all liens provided for under the Declaration, including those described in Section 8.2, each Owner hereby gives to and confers upon the Mutual the right, power and authority during the continuance of such ownership to collect the rents, issues and profits of the Owner's Unit, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligations under the Governing Documents in payment of any indebtedness to the Mutual or

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in performance of any agreement thereunder including but not limited to those set forth in Section 8.2, to collect and retain such rents, issues and profits as they may become due and payable. Upon any such default, the Mutual may at any time, upon ten (10) days' written notice to such Owner, then (either in person, by agent, or by a receiver to be security for such indebtedness) enter upon and take possession of such Owner's Unit or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any such indebtedness, and in such order as the Mutual may determine or as required by applicable law. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default under the Governing Documents or invalidate any act done pursuant to this Declaration, including but not limited to imposition of a Reimbursement Assessment and any Additional Charges. The assignment of rents and powers described in this Section shall not affect, but shall in all respects be subordinate to, the rights and power of the holder of any first Mortgage on any Condominium, or any part thereof, to do the same or similar acts.

5.11 Owner Responsible for Tenant's Actions; Indemnification of Mutual. Each Owner leasing or renting a Unit shall be responsible and strictly liable to the Mutual for the action of such Owner's tenant(s) in or about all Units and Common Area and for each tenant's compliance with the provisions of the Governing Documents. To the fullest extent permitted by law, every Owner of a Unit that is occupied by persons other than the Owner pursuant to a rental agreement or lease or otherwise, agrees to and shall indemnify and defend the Mutual, its Directors and agents and shall hold them harmless from and against any cost, loss, claim or damages of any kind, arising out of the conduct or presence of the occupants of the Unit, including but not limited to attorneys' fees, any claims for consequential damages, and any claims arising or alleged to arise out of the enforcement or non-enforcement by the Mutual of the Governing Documents with respect to such occupants. Any amounts owed pursuant to this Section may be assessed as a Reimbursement Assessment.

5.12 Owner Prohibited from Using Common Facilities While Unit Rented. Any Owner who leases or rents his or her Unit and does not still reside in the Development shall not be entitled to use and enjoy any common facility during the period the Unit is occupied by a tenant or tenants.

## ARTICLE 6

### MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITIES

6.1 Common Area. The Mutual shall provide maintenance, repair and replacement of the Common Area and all facilities, improvements and landscaping

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thereon including, but not limited to: exterior surfaces of buildings, including siding, roofs, gutters and downspouts; skylights and solar devices, if any, that were installed by the original developer or the Mutual; smoke detectors; improvements; landscaping; irrigation and/or sprinkler systems; private streets, walkways, sidewalks and driveways; lights and/or lighting fixtures on the private streets and/or stairways; fences (both boundary and Patio/Deck fences); retaining boundary walls; mailboxes; open space and all landscaping located thereon (including the maintenance of trees planted in Common Area and the roots of any such trees); HVAC ducts located within each Unit's attic; A/C lines located within the Common Area walls; and utility facilities (except for those utility facilities which are maintained by public or private utility companies or agencies and sewer lateral lines located outside the boundaries of a separate interest and exclusively serving one Unit), keeping such property in good condition and repair.

6.2 Exclusive Use Common Area. The Mutual shall provide maintenance, repair and replacement of Exclusive Use Common Area only as specifically set forth herein. Mutual responsibility for Exclusive Use Common Area does not eliminate Member obligations to maintain, repair and/or replace Exclusive Use Common Area as set forth below. Any alteration, modification or replacement of Exclusive Use Common Area requires the approval of the Board pursuant to Article 7 of this Declaration and any Architectural Rules.

6.2.1 Chimney, Chimney Caps, and Flues.

(a) Association Responsibility. The Mutual shall provide maintenance, repair and replacement of the exterior surfaces of chimneys extending above the roofline and chimney caps.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the chimney flue, including periodic chimney sweeping. Each Owner shall also be responsible for the maintenance, repair and replacement of the fireplace and firebox in the Unit.

6.2.2 Decks.

(a) Association Responsibility. The Mutual shall provide maintenance, repair and replacement of any wall surrounding a Deck.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance (not including painting and caulking), repair and replacement of Decks, the exclusive use of which has been assigned to the Owner's Unit, including the Deck structures and Deck pilings.

6.2.3 Exterior Doors other than Sliding Glass Doors.

(a) Mutual Responsibility. The Mutual shall provide maintenance, repair and replacement of exterior doors (including front doors), including door frames, door casing, and door, and repair, refinishing and painting of the door exterior.

(b) Owner Responsibility. The Owner is responsible for repair and replacement of those portions of the door accessible from inside the Unit, including repairing and painting the interior of the door, hardware, seals, weather stripping, and any other portion of the door assembly accessible from inside the Unit.

6.2.4 Fire Protection System.

(a) Mutual Responsibility. The Mutual shall provide maintenance, repair and replacement of the common fire suppression and alarm monitoring systems within the Development, including hard-wired smoke detectors and battery backups, but not including other smoke alarms and carbon monoxide detectors in individual Units.

(b) Owner Responsibility. Each Owner and Resident shall fully cooperate with the Mutual and its agents by permitting access to his or her Unit so the Mutual may inspect and perform any necessary maintenance on the fire protection system, including sprinkler heads that protrude into a Unit. Owners and Residents are prohibited from tampering with the fire protection system, including but not limited to sprinkler heads in a Unit. A Reimbursement Assessment may be levied against a Unit Owner to reimburse the Association for any costs incurred to repair damages to the fire protection system caused by a Unit Owner or his or her Resident, guest or invitee. Additionally, the maintenance, repair and replacement of any battery-operated smoke detectors and/or carbon monoxide detectors that are or that may in the future be located in a Unit shall be the sole responsibility of the Unit Owner. The Mutual shall not be responsible or liable for the consequences of any Owner's failure to install, test, maintain, repair or replace any battery-operated smoke detector or carbon monoxide detector installed in an Owner's Unit.

6.2.5 Garages.

(a) Mutual Responsibility. The Mutual shall provide maintenance, repair and replacement of the exteriors of attached Garages. Additionally, the Mutual shall provide periodic painting of Garage doors.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance (not including painting and caulking), general upkeep and cleaning of Garage interiors. Each Owner shall also be responsible for the maintenance (with the exception of periodic painting), repair and replacement of Garage doors. Each Owner shall be further responsible for the maintenance repair and replacement of any system designed to open and/or close a Garage door, including but not limited to the Garage door hardware (including hinges, springs and mountings (including mounting track)), Garage door locks, Garage door openers, and the electrical system (including wiring, controls) for the Garage door opener. If the repair to any Garage door impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Control Committee and/or Board, pursuant to Article 7, before proceeding with repairs or replacing any Garage door. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

#### 6.2.6 Heating and Air Conditioning.

(a) Mutual Responsibility. The Mutual shall maintain the HVAC ducts located within attics and the air conditioning (AC) lines located within Common Area walls.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of any heating and/or air conditioning system servicing the Owner's Unit, including the condenser/compressor situated adjacent to the Owner's Unit and any pipe or electrical conduit or wiring passing through the Common Area.

#### 6.2.7 Patios.

(a) Mutual Responsibility. The Mutual shall provide maintenance, repair and replacement of any walls or fences surrounding a Patio, including any walls or fencing that form the boundary between two Patio areas, but shall not have any responsibility for the Patio itself.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the Patio the exclusive use of which has been assigned to his or her Unit, including the Patio structures and the Patio foundation supports. Each Owner shall also be responsible for the maintenance, repair and replacement of any improvements in the Patio area, including but not limited to planting and landscaping, subject to Rules adopted by the Board.

#### 6.2.8 Skylights and Solar Devices.

(a) Mutual Responsibility. The Mutual shall be responsible for the maintenance, repair and replacement of any originally installed and Mutual-replaced skylights, including all frames, the lens/bubble, flashing and other waterproofing components.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the skylights and solar tubes serving his or her Unit which were not originally installed by the developer or replaced by the Mutual, including all frames, the lens/bubble, flashing and other waterproofing components. Owners shall be solely responsible for any leaks resulting from Owner-installed skylights and solar tubes.

#### 6.2.9 Window Systems and Sliding Glass Doors.

(a) Mutual Responsibility. The Mutual's responsibility for window systems and sliding glass doors shall be limited to the maintenance, repair and replacement of frames, flashing and other waterproofing components.

(b) Owner Responsibility. Each Owner shall be responsible for the maintenance, repair and replacement of the glass, gaskets, casings and screens of the window systems and sliding glass doors of his or her Unit. Any voluntary replacement of window systems and/or sliding glass doors by Owners outside of any window system and/or sliding glass door replacement by the Mutual shall be subject to Article 7 of this Declaration. Replacement of the entirety of a window system (i.e., replacement of a "window") and/or a sliding glass door by an Owner may occur under one of two conditions, and subject to the Board's discretion, as follows: (i) the Owner shall hire a licensed and insured contractor, as approved by the Board, to ensure that all components of the window systems and/or sliding glass doors, including but not limited to the frames, flashing and waterproofing components, are properly installed and integrated with the building envelope; or (ii) the Association shall hire a licensed and insured contractor to ensure that all components of the window systems and/or sliding glass doors, including but not limited to the frames, flashing and waterproofing components, are properly installed and integrated with the building envelope. The Owner shall be responsible for all costs associated with voluntary replacement of window systems and/or sliding glass doors of the Owner's Unit, including any costs incurred by the Association in hiring a contractor; such costs may be collected via a Reimbursement Assessment.

6.2.10 Utility Lines and Fixtures Serving Unit. Each Owner shall be responsible for providing maintenance, repair and replacement of utilities, fixtures, and other services that are: (a) located within each Unit; (b) light switches, light fixtures, wall plugs and/or wall sockets located on and/or attached to any wall,

ceiling and/or floor within the Unit and/or the Unit's Exclusive Use Common Areas; (c) plumbing fixtures within the Unit, including toilets, showers, sinks, tubs, and the waste and fresh water connections to those fixtures, including but not limited to, shower valves; (d) telephone lines, television cables or wiring, and telecommunications wiring running from the main box in each building to the Owner's Unit and television service lines running from the main cable/distribution connection in each building to the Owner's Unit that provide service to the Unit. Owners are further responsible for the maintenance, repair, replacement and/or restoration of Patio, Deck and/or porch lights/lighting fixtures and/or any member-installed satellite dishes, solar panels, and/or skylights. If the repair to any utility lines or fixtures impacts or affects Common Area, the Owner must obtain the written approval of the Board before proceeding with repairs. The provisions of this Section shall not be construed to permit any interference with or damage to the structural integrity of any building.

6.3 Units. Each Owner shall be responsible for providing maintenance, repair and replacement of his or her Unit or any portion thereof, as defined in Section 1.39, including any equipment, utility facilities, fixtures, cabinetry and appliances located therein, and the finished surfaces of the interior floors, ceilings and perimeter walls of the Unit, in a safe, clean, sanitary, workable, and attractive condition, subject to the provisions of this Article 6 and Article 7.

6.3.1 Battery-Operated Smoke Detectors and Carbon Monoxide Detectors. The maintenance, repair and replacement of any battery-operated smoke detectors and/or carbon monoxide detectors that are or that may in the future be located in a Unit shall be the sole responsibility of the Unit Owner. The Mutual shall not be responsible or liable for the consequences of any Owner's failure to install, test, maintain, repair or replace any battery-operated smoke detector or carbon monoxide detector installed in an Owner's Unit. Hard-wired smoke detectors with battery backup are the maintenance, repair and replacement responsibility of the Mutual as set forth above.

6.3.2 Hoses and Water Lines. Owners shall be responsible for the maintenance, repair and replacement of hoses to washing machines, refrigerators and dishwashers and shall be strictly liable for any damage or loss resulting from broken, burst or leaking hoses.

6.3.3 Water Damage and Mold. Each Owner is responsible for water damage to his or her Unit, other Units and/or the Common Area and mold in his or her Unit, other Units and/or the Common Area: (i) caused by the Owner, Resident (including tenant), guests or invitees; or (ii) originating from one of the components, including but not limited to plumbing lines, plumbing-related fixtures, windows and sliding glass doors, which the Owner is responsible for maintaining, repairing and replacing. Each Owner shall regularly inspect his or her Unit for plumbing leaks, water accumulation, water intrusion through windows, doors and

roofs, and signs of mold. Owners must periodically service and/or replace supply and drain lines to appliances, heating, venting and air conditioning (“HVAC”) equipment, sinks, toilets, and other components. Additionally, Owners must report evidence of plumbing leaks, water accumulation, water intrusion and/or mold to the Mutual upon discovery.

6.3.4 Compliance with Architectural Rules. An Owner’s right and responsibility for maintaining, repairing or replacing any portions of his or her Unit and/or any Exclusive Use Common Area appurtenant to the Unit shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 7.

6.4 Components Excluded from Maintenance Responsibility of Mutual and Owners. The duty to repair, replace, restore and/or maintain the hillside behind those Units commonly known as 1700, 1702, and 1704 Comstock Drive shall be maintained by Shea Homes (or its successor) in perpetuity pursuant to a written agreement.

6.5 Authority for Entry into Unit. The Mutual or its agents may enter any Unit and/or Exclusive Use Common Area whenever such entry is necessary, in the Board’s sole discretion, in connection with the performance of any maintenance, repair, construction or replacement for which the Mutual is responsible or which it is authorized to perform. Such entry shall be made with as little inconvenience to the Residents as practicable and only upon reasonable advance written notice of not less than twenty-four (24) hours, except in emergency situations.

6.6 Owner Modifications. In the event an Owner or Resident has modified or added on to a Unit or to a component that would otherwise be the responsibility of the Mutual and which increases the maintenance, repair and/or replacement cost to the Mutual, the Owner shall reimburse the Mutual for the increased cost, which may be levied as a Reimbursement Assessment. The Mutual may condition approval of a modification on an Owner assuming responsibility for increased maintenance costs associated with the modification. However, the Owner and his or her successors shall be responsible for payment of increased costs even in the absence of an express assumption of responsibility.

6.7 Limitation on Mutual Responsibility and Liability. Except as specifically provided in this Article 6, the Mutual shall not be responsible or liable for any maintenance, repair or replacement of a Unit or any improvement therein, except to the extent that the need for such maintenance, repair or replacement results from the willful misconduct or gross negligence of the Mutual, its employees, contractors, or agents.

6.8 Repair of Damage Caused by Wood-Destroying Pests or Organisms and Other Pests. The Mutual shall bear the costs for the repair and maintenance

of Common Area (including Exclusive Use Common Area) damaged by the presence of wood-destroying pests or organisms or other pests. However, if any of the maintenance and repair work referred to in this Section is necessitated by the willful or negligent acts of the Owner, members of his or her household, guests, tenants or invitees, the costs of such maintenance or repairs shall be charged to, and paid by, the Owner as a Reimbursement Assessment. Residents shall cooperate with the Mutual to enable any fumigation work to be done promptly and effectively. Owners shall be responsible for all costs for food and lodging during the period during which the Unit is required to be vacated.

6.9 Compliance with Architectural Rules. An Owner's right and responsibility for maintaining, repairing or replacing any portions of his or her Unit and Exclusive Use Common Area shall be subject to any applicable provisions of the Governing Documents relating to landscaping and architectural control, including Article 7.

6.10 Board Discretion. In addition to the authority granted to the Mutual in Section 6.5, above, to enter any Unit and/or Exclusive Use Common Area, the Board shall have the absolute discretion to determine whether any maintenance, repair or replacement, which is the responsibility of an Owner, is necessary to preserve the appearance and value of the property within the Development or any portion thereof. If appropriate, and time and circumstances permitting and as determined by the Board in its sole discretion, the Board may notify an Owner of the work the Board deems necessary rather than arranging to have the work performed. In the event an Owner fails to perform such work within thirty (30) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the opportunity of a hearing before the Board, cause such work to be done and charge the cost thereof to the Owner as a Reimbursement Assessment.

6.11 Owner Liability. In the event the need for any maintenance, repair or replacement of a component which is otherwise the Mutual's responsibility is caused by the willful or negligent act or omission of an Owner or members of an Owner's household, tenants, guests, invitees, or household pets, the cost of such maintenance, repair or replacement, including the cost of materials, labor, supplies and services, shall be charged to, and paid by, such Owner in the form of a Reimbursement Assessment. Owners shall be further responsible for any damage to Common Area or the Unit and improvements of another Owner which emanates from an Owner's Unit. The cost of any maintenance, repair or replacement of damaged components, including the cost of materials, labor, supplies and services, shall be charged to, and paid by, the Owner responsible in the form of a Reimbursement Assessment. This provision shall apply regardless of the applicability of coverage provided by Mutual-maintained policies of insurance.

## ARTICLE 7

### ARCHITECTURAL REVIEW

7.1 Improvements and Modifications. Except for improvements made or constructed by or on behalf of the Mutual, no exterior addition or modification of any kind including, but not limited to any fence, wall, obstruction, window, exterior door, balcony, screen, patio cover, tent, awning, outdoor lighting, improvement or other structure of any kind, and/or landscaping, shall be commenced, erected, painted or maintained within the Development, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, color, height, size, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee and/or Board as provided in this Article 7.

7.1.1 Satellite Dishes and Antennas. No mast, pole, tower, antenna, receiver, transmitter or satellite dish, to the extent restricted by Section 4.14, may be commenced, erected or installed without the prior written approval of the Architectural Control Committee and/or Board as provided in this Article 7.

7.1.2 Solar Energy Systems. No installation or modification of a solar collector, solar panel, or other solar energy device or system is permitted without the prior written approval of the Architectural Control Committee and/or Board as provided in this Article 7.

7.1.3 Common Systems. No addition and/or modification that impacts common systems (including, but not limited to the plumbing and electrical systems, gas lines and sprinkler systems) shall be commenced, erected or installed within the Development until the plans and specifications showing the nature, kind, shape, color, height, size, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee and/or Board as provided in this Article 7.

7.1.4 Hard-Surface Flooring. No hard-surface flooring may be replaced or installed without the prior written approval of the Architectural Control Committee and/or Board as provided in this Article 7.

7.1.5 Merger of Units. The Mutual shall have the right, but not the obligation, to grant to the Owner of two (2) or more adjacent Units those easements necessary or appropriate to permit such Owner to effect internal access from one Unit to another through the walls or other portions of the Common Area which separate and divide the individual Units (such Units shall, for all purposes of the Governing Documents, remain and be treated as two (2) or more separate Units). The Mutual shall also have the right, but not the obligation, to grant the Owner of

two (2) or more adjacent Units those easements necessary or appropriate to permit such Owner to separate and divide Units previously joined hereunder. All of such work shall be done at the expense of the Owner, and any such Owner shall indemnify the other Owners and the Mutual against and hold them harmless from, any cost, loss, liability, damage, or injury to property or persons arising from, or caused by, such work. As a condition to the grant of any such easement, the Mutual may impose such reasonable terms and conditions with respect thereto as the Board deems necessary or appropriate including, without limitation, a requirement that the Owner obtain lien and completion bonds to assure lien-free completion of the work.

## 7.2 Establishment of Architectural Control Committee.

7.2.1 Members. The ACC, if any, shall be composed of at least three (3) Members in Good Standing appointed by the Board of Directors. The Board may also appoint one alternate member who may be designated by the ACC to act as a member of the ACC in the absence or incapacity of any ACC member. ACC members shall serve one-year terms subject to the Board's power to remove any ACC member and to appoint his or her successor. Neither the members of the ACC nor its designated representatives shall be entitled to any compensation for service performed pursuant hereto.

7.2.2 Board May Serve as Architectural Control Committee. If at any time there is a not a duly constituted Architectural Control Committee, the Board shall exercise the functions of the ACC in accordance with the terms of this Article 7.

7.2.3 Vacancies. In the event of a vacancy on the ACC, the Board shall have the full authority to appoint a new member.

7.2.4 Duties. It shall be the duty of the Architectural Control Committee, if any, to consider and act upon proposals or plans submitted to it pursuant to the terms of this Article 7, to perform other duties delegated to it by the Board, to carry out all other duties imposed upon it by this Declaration and act in accordance with *Civil Code* section 4765. The ACC, if any, shall serve at the pleasure of the Board.

7.2.5 Meetings, Minutes, Reimbursement. The ACC, if any, shall meet as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the members of the ACC shall constitute an act by the ACC. The ACC shall keep and maintain a record of all actions/recommendations taken by or made by it at such meetings or otherwise. The ACC and its members shall be entitled only to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any ACC function.

7.3 Architectural Rules. Subject to the Board's approval and the requirements of *Civil Code* section 4350 *et seq.*, the ACC, if any, may propose, for adoption by the Board, Architectural Rules which may interpret and implement the provisions hereof by providing for any or all of the following:

(a) The standards and procedures for ACC and/or Board review, including the required content of application and procedures for obtaining preliminary approval of plans.

(b) Guidelines for architectural design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular improvement projects within the Development.

(c) The criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed improvement under the Governing Documents. All variances shall be reviewed on a case by case basis with no precedent being established if a variance is granted in a particular instance and must be approved by a majority of the affirmative votes of the ACC and/or Board.

(d) Lists of repair projects and minor improvement projects that can receive final review and approval by the Architectural Control Committee, if any, without review/approval by the Board, so long as the project is undertaken in accordance with plans and specifications that are consistent with the Architectural Rules or the project involves use of an identical color or external material to the existing color or material and the new materials/colors are submitted to and reviewed by the ACC, if any;

(e) Notwithstanding the foregoing, no Architectural Rules shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the provisions of the Declaration shall prevail.

7.4 Application. Any Owner proposing to perform any work of any kind whatsoever, which requires prior approval pursuant to this Article 7, shall apply for approval by notifying the ACC and/or Board, in writing, of the nature of the proposed work and furnishing such information and documentation as the ACC, if any, and Board may require.

7.5 Fees; Consultants. The ACC and/or Board may charge a reasonable fee or fees for its review of architectural or landscaping applications, drawings, plans and specifications which may include the cost of retaining outside consultants including, but not limited to architects, engineers, soils experts, or

contractors. The costs of any such outside consultants may be levied against an Owner and his or her Condominium as a Reimbursement Assessment. However, before a consultant is retained by the ACC and/or Board, the Owner will be informed in writing of the ACC and/or Board's intention to retain a consultant at the Owner's expense and the Owner will be given the opportunity to decide to pay the consultant's fee or decide not to pursue the improvement or modification. An Owner who withdraws his or her application shall do so without penalty, including fees.

7.6 Decisions on Architectural Applications. The Owner and, in the Board's discretion, other interested persons, may present information relevant to the requested approval. The decisions of the ACC and/or Board shall be made in good faith and shall not be unreasonable, arbitrary or capricious. The ACC and/or Board may employ subjective criteria and judgments in their review of and determination regarding plans and proposals submitted to them. The decisions of the ACC and/or Board shall be made from the perspective of the interest of the Development as a whole, including the coherence, value, attractiveness, and aesthetic compatibility of all architectural designs and features in the Development, after consideration of all factors the Board determines to be relevant and after reasonable investigation consistent with the scope and circumstances of the proposal.

7.7 Grant of Approval. The Architectural Control Committee or, if there is no Committee, The Board shall grant the requested approval only if all the following conditions are met:

(a) The Owner complied with the provisions of Section 7.4, above.

(b) The plans and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans were submitted to the AC and/or Board.

(c) The proposed improvements would be consistent with the standards and aesthetics of the Development and the purposes of this Declaration as to: quality of workmanship, design and materials; harmony of exterior design with the existing improvements; structures; and location with respect to topography and finished grade elevations.

7.8 Timing and Form of Approval. All approvals and rejections of requests for approval shall be in writing and shall be issued by the ACC and/or the Board within sixty (60) days from the date of submission of a complete application to the AC and/or Board. If the ACC and/or the Board fails to act on a request for approval within sixty (60) days from the date of submission of a complete application, the Owner shall be entitled to request internal dispute resolution, as

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described in Section 9.12.2, below, and *Civil Code* section 5900 *et seq.*; except that, in the case of an application for installation or use of a solar energy system subject to *Civil Code* section 714, any application that is not denied by the ACC and/or Board within forty five (45) days from receipt of a complete application shall be deemed approved; and in the case of an application for installation or use of an electric vehicle charging station subject to *Civil Code* section 4745(e), any application that is not denied by the Board within sixty (60) days from receipt of a complete application shall be deemed approved. Owners are responsible for confirming receipt of an application by the ACC and/or the Board. Oral approvals will be of no force and effect. If an application is rejected, the decision shall include an explanation of the decision of the ACC and/or the Board and a notice describing the Owner's right to request reconsideration, if any.

7.9 Appeals; Reconsideration by the Board. If an application is denied by the ACC, the Owner-applicant is entitled to reconsideration of the decision by the Board at an open Board meeting. The Architectural Rules shall contain procedures to process appeals pursuant to this Article 7; however, denial decisions rendered by the Board may not be appealed. ACC decisions may also be modified or overturned by the Board on its own initiative.

7.10 Commencement. Within ninety (90) days of receipt of approval pursuant to Sections 7.6 and 7.7, above, the Owner shall satisfy all conditions thereof and diligently proceed with the commencement and completion of all work pursuant to said approval. If the Owner shall fail to comply with this Section, any approval previously given shall be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of said ninety (90) day period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

7.11 Completion. Unless shorter time is specified in the approval by the Mutual, the Owner shall complete the approved work within six (6) months after receipt of approval, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section, the Board shall proceed in accordance with the provisions of Section 7.12, below, as though the failure to complete the improvements was a non-compliance with approved plans.

7.12 Inspection of Completed Work; Non-Compliance. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any installation, construction, reconstruction, alteration or refinishing of the exterior of any improvements, or

upon the completion of any other work for which approved plans are required under this Article 7, the Owner shall give written notice thereof to the ACC and/or Board.

(b) Within sixty (60) days thereafter, the ACC and/or the Board, or its duly authorized representative, may inspect such improvement to determine whether it was installed, constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the ACC and/or the Board finds that such installation, construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

(c) If the Owner shall have failed to remedy such non-compliance upon the expiration of thirty (30) days from the date of such notification, the ACC and or the Board or other duly authorized representative of the Board shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the non-compliance is given to the Board by the ACC, if any, or the Board's duly authorized representative. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, to the ACC, if any, and, in the discretion of the Board, to any other interested party.

(d) At the hearing, the Owner, the ACC, if any, and, in the Board's discretion, any other interested persons, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is non-compliance, and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance and all expenses incurred in connection therewith shall be assessed against the Owner as a Reimbursement Assessment.

(e) If, for any reason, the ACC and/or the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of a notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

7.13 Non-Waiver. The approval by the ACC and/or the Board of any plans, drawings or specifications for any work done or proposed, or for any other

matter requiring the approval of the ACC and/or the Board under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification, or matter subsequently submitted for approval.

7.14 Liability. Neither the ACC nor the Board (or any member thereof) shall be liable to the Mutual or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (iii) the development of any property within the Development; provided, however, that the ACC and/or Board (or any member thereof) has acted in good faith on the basis of such information as may be possessed by it (or such ACC, if any, and/or the Board member). Without in any way limiting the generality of the foregoing, the ACC, if any, and/or Board and/or ACC (or any member thereof) may, but is not required to, consult with or hear the views of the Mutual or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the ACC and/or the Board. Every purchaser, by acquiring title to a Condominium, agrees not to bring any action or suit against the ACC, if any and/or Board (or any member thereof) seeking to recover any such damages.

7.15 Compliance with Governmental Requirements. The application to the Mutual and the review and approval of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which lies solely with the respective Owner, nor shall it constitute the assumption of any responsibility by or impose any liability on the ACC and/or the Board, (or any member thereof) as to the accuracy, efficacy or sufficiency thereof. The obtaining of a permit or other approval of a government agency shall not be a substitute for nor constitute compliance with the requirements of this Article 7.

## ARTICLE 8

### ASSESSMENTS AND LIENS

8.1 Covenant of Owner. Each Owner of a Condominium within the Development, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, shall be deemed to have covenanted and agreed to pay to the Mutual: (i) Annual Assessments; (ii) Special Assessments; and (iii) Reimbursement Assessments levied by the Mutual as hereinafter provided, together with all Additional Charges.

8.1.1 Mutual's Power to Collect. Such deed or conveyance shall be deemed to vest in the Mutual the right and power to initiate all actions and

procedures as the Board shall deem necessary or appropriate for the collection of such Assessments and Additional Charges and for the enforcement of the liens hereinafter provided for.

8.1.2 Each Assessment is a Separate Obligation. Each Assessment levied by the Mutual under this Article 8, together with all Additional Charges, shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, and shall bind his or her heirs, devisees, personal representatives, successors and assigns.

8.1.3 Obligation Runs with the Land. Such obligation to pay Assessments and Additional Charges and the right and power of the Mutual to initiate all actions and procedures for collection shall run with the land, so that each successive Owner or Owners of record of any Condominium within the Development shall, in turn, become liable to pay all such Assessments and Additional Charges assessed during the time he or she is record Owner of such Condominium.

8.1.4 Owner's Liability after Transfer. After an Owner transfers fee title to any Condominium he or she owns, he or she shall not be liable for any Assessments levied thereafter with respect to such Condominium. Such Owner shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer, together with Additional Charges accruing until time of collection. The seller of any Condominium shall continue to be liable for all Assessments and Additional Charges until a conveyance by deed of such Condominium is recorded in the Office of the County Recorder of Contra Costa County.

8.2 Creation of Lien. Each Assessment levied by the Mutual pursuant to this Declaration, together with all Additional Charges, shall be a charge upon the land and upon levy shall be secured by a continuing lien upon the property against which such Assessment is levied. The Mutual shall have a separate lien and a separate lien is hereby created upon each Condominium to secure the payment of any such Assessments and Additional Charges as may be levied under this Declaration.

8.2.1 Continuing Lien. The lien provided for herein shall continue to secure all Assessments and Additional Charges levied upon any Condominium notwithstanding the transfer of record title to such Condominium, and any such transfer shall be subject to the Mutual's lien, provided that, prior to such transfer, a Notice of Delinquent Assessment has been recorded as provided in the Declaration and by law.

8.3 Purpose of Assessments. The Assessments levied by the Board shall be used exclusively to pay for the costs of management and operation of the

Development, to conduct the business and affairs of the Mutual, to promote the recreation, health, safety, welfare, benefit and interests of the Owners and Residents in the Development, and for the improvement and maintenance of the Common Area and, to the extent provided for in the Governing Documents or by law, of the Condominiums situated within the Development.

8.4 Authority of the Board. The Board shall have the power and the duty to levy Annual, Special and Reimbursement Assessments sufficient to meet the Mutual's obligations under the Governing Documents and applicable law.

8.5 Mutual Funds. Unless otherwise determined by the Board, the Mutual shall maintain at least two (2) separate accounts in one or more banks or other depositories selected by the Board, which accounts shall be clearly designated Walnut Creek Mutual No. Sixty-Five Operating Account and Walnut Creek Mutual No. Sixty-Five Reserve Account. The Assessments collected by the Mutual shall be properly deposited into such accounts. The Assessments collected by the Mutual shall be held in trust by the Mutual for and on behalf of each Owner and shall be used for the purposes set forth in Section 8.3. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the Development and another portion of said funds as collected as reserves for contingencies, replacement, and deferred maintenance of the improvements within the Development for which the Mutual is responsible, as specified in the annual budget. Upon sale or transfer of any Condominium by any Owner, the Owner's interest in the funds held in trust by the Mutual shall terminate and shall be deemed automatically transferred to the successor-transferee of such Owner.

8.6 Annual Assessment.

8.6.1 Calculation of Estimated Requirement. Not later than thirty (30) days nor more than ninety (90) days prior to the beginning of each fiscal year, the Board shall complete and distribute to all Owners an estimate of the net funds required by the Mutual for such fiscal year, including a reasonable amount allocated to contingencies and to a reserve fund for restoration, repair and/or replacement of those components for which the Mutual is responsible and which must be repaired or replaced on a periodic basis; to manage, administer, operate and maintain the Development; to conduct the affairs of the Mutual; and to perform all of the Mutual's duties in accordance with this Declaration.

8.6.2 Allocation of Annual Assessment. The Board shall allocate and assess the Annual Assessment equally among the Units by dividing the total amount of the Annual Assessment by the number of Units within the Development. Unless the Board shall designate otherwise, the Annual Assessment shall be levied on an annual basis and shall be paid in twelve (12) equal monthly

installments during the fiscal year, and each installment shall be due and payable on the first day of each month.

8.6.3 Surplus Funds. If, as of the end of any fiscal year, there is an excess of membership income over membership expenses, as defined in *Internal Revenue Code* section 277 for the year ended, such excess shall be applied against the subsequent tax year's Assessments as provided in Internal Revenue Service Revenue Ruling 70-604, unless some other lawful disposition of such excess income is determined by the vote of the Members.

8.6.4 Increases in Annual Assessment. Pursuant to *Civil Code* section 5605(b), except as otherwise provided by law, the Board shall not increase the Annual Assessment for any fiscal year above the amount of the Annual Assessment for the preceding fiscal year by more than twenty percent (20%) (or such other limitation on the increase as may be imposed by law), except upon the affirmative vote of a majority of Members voting on any such increase in the Annual Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the Members (i.e., Members representing at least twenty-three (23) Units), notwithstanding any lower quorum requirement set forth in the Bylaws.

## 8.7 Special Assessments.

8.7.1 Purpose of Special Assessments. If at any time during any fiscal year the Annual Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof or the unexpected repair, replacement or reconstruction of improvements located in the Development, or if funds are otherwise required for any authorized activity of the Mutual, the Board may levy a Special Assessment in the amount of such actual or estimated inadequacy or cost.

8.7.2 Allocation of Special Assessments. Special Assessments shall be allocated and assessed among the Units in the same manner as the Annual Assessment (i.e., equally among the Units by dividing the total amount of the Special Assessment by the number of Units within the Development). The Board, in its sole discretion, may allow Owners' portions of a Special Assessment to be paid in installments.

8.7.3 Approval of Special Assessments. Except in the case of an emergency situation as defined in *Civil Code* section 5610, in any fiscal year the Board may not levy Special Assessments which, in the aggregate, exceed five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year, except upon the affirmative vote of a majority of the Members voting on any such Special Assessment, provided that a quorum is established. For purposes of the preceding sentence, a quorum shall mean more than fifty percent (50%) of the

Members (i.e., Members representing at least twenty-three (23) Units), notwithstanding any lower quorum requirement set forth in the Bylaws.

8.8 Notice of Assessment Increases. Upon the imposition of a Special Assessment or an increase in the Annual Assessment, notice shall be provided to each Owner, as required by law, not less than thirty (30) days and not more than sixty (60) days prior to the due date of the Assessment.

8.9 Reimbursement Assessments. The Mutual shall levy a Reimbursement Assessment against any Owner and his or her Unit if a failure by such Owner, or any person or animal for which the Owner is responsible to comply with any provision of the Governing Documents has necessitated or resulted in an expenditure of funds by the Mutual, specifically including attorneys' fees. A Reimbursement Assessment shall include any costs, including attorneys' fees incurred by the Mutual and costs of collecting from an Owner any amount which the Owner is obligated to pay to the Mutual. Imposition of a Reimbursement Assessment shall be effective only after a duly noticed hearing before the Board. A Reimbursement Assessment shall be due and payable to the Mutual when levied and subject to the same enforcement procedures as Annual and Special Assessments, including lien and foreclosure.

8.10 Foundation Assessments. So long as agreeable to the Mutual and the Foundation, the Mutual may provide Owners with a single periodic statement directing the Owners to pay to the Mutual the regular assessment levied by both the Mutual and the Foundation and the Mutual shall then pay to the Foundation each billing period all assessments levied by the Foundation.

8.11 Failure to Fix Assessments. The failure or omission by the Board to fix or levy any Annual Assessment provided for by the terms of this Declaration before the expiration of any fiscal year, shall not be deemed either a waiver or a modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay Assessments or any installment thereof for that or any subsequent year, but the amount of the Annual Assessment fixed for the preceding fiscal year shall be the amount of the Annual Assessment for the ensuing fiscal year until a new Annual Assessment is levied.

8.12 No Offsets. All Assessments levied by the Board shall be payable in the full amount specified, including any Additional Charges imposed as provided by the terms of this Declaration, and no offsets against any such amounts shall be permitted for any reason whatsoever, including without limitation a claim that the Mutual has failed to properly exercise its duties of maintenance or enforcement.

8.13 Delinquent Assessments. Any installment or other portion of an Assessment not paid within fifteen (15) days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate

permitted by law, as well as all other Additional Charges. The Board, on behalf of the Mutual, may enforce the payment of any delinquent Assessment plus Additional Charges by bringing an action at law against any Owner personally obligated to pay the same, or by foreclosing the lien against the Owner's Condominium by judicial or non-judicial foreclosure, except as prohibited by law. Prior to recording a Notice of Delinquent Assessment, the Mutual shall provide notice to the Owner in accordance with *Civil Code* section 5660. Any demand or claim of lien or liens on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. No procedures shall be initiated to foreclose the lien securing any Assessment levied under this Article 8 except as in accordance with *Civil Code* sections 5705, 5710 and 5720. Except as prohibited by law, upon the recording of the Notice of Delinquent Assessment referred to above, the Mutual may, at its option, declare the entire balance of all sums then due or to become due from the Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all Additional Charges. Notwithstanding any other provision of this Declaration, the Mutual must comply with the requirements of the *Civil Code* when collecting delinquent Assessments.

8.14 Power of Sale. Each Owner does hereby appoint the Mutual as trustee to enforce and to foreclose any lien which is established pursuant to the terms of this Declaration, by private power of sale as provided by law, and does further grant to the Board of Directors, on behalf of the Mutual, the authority and power to sell the Condominium of such Owner in the event of any default in payment of any Assessments or Additional Charges levied against such Condominium, for lawful money of the United States, to the highest bidder, to satisfy said lien. The Mutual, as trustee for the remaining Owners, or any other Owner, may purchase the Condominium at said sale. The decision to record a lien and initiate foreclosure may only be made by the Board and may not be delegated.

8.15 Remedies Cumulative. The remedies provided in this Declaration for collection of delinquent Assessments shall be cumulative and not exclusive; that is, the Mutual may use one or more or all of the available remedies to collect delinquent Assessments.

8.16 Certificate of Satisfaction and Release of Lien. Upon payment in full of a delinquent Assessment, including any Additional Charges, or the satisfaction thereof, the Board shall cause to be recorded, in the same manner as the Notice of Delinquent Assessment, a further certificate stating the satisfaction thereof and the release of the lien.

8.17 Priority. Except as otherwise expressly provided by law, the lien securing each of the Assessments provided for under this Article 8 shall have priority as of the date of recording of the original Declaration applicable to the Development over all other liens and encumbrances applicable to the

Condominiums; provided, however, that such Assessment lien shall be subordinate to the lien of any first Mortgage or first deed of trust recorded against the Condominium; and provided, further, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such Mortgage or deed of trust, or pursuant to a power of sale contained in any such Mortgage. Such foreclosure sale shall not relieve such property from liability for any Assessments and Additional Charges thereafter becoming due, nor from the lien of any subsequent Assessment.

8.18 Waiver of Exemptions. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Article 8, the benefit of any homestead or exemption laws of the State of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms of this Article 8.

8.18.1 Property Exempt from Assessments. The following property subject to this Declaration shall be exempt from the Assessments, Additional Charges, and liens created herein:

(a) All property dedicated to and accepted by Contra Costa County or other local public authority and devoted to public use;

(b) Any Condominium which is owned by the Mutual as a result of the Mutual having acquired such Condominium through foreclosure; provided, however, that such exemption shall be applicable only during the period in which the Mutual is record Owner of such Condominium; and

(c) All Common Area.

## ARTICLE 9

### ENFORCEMENT

9.1 Violations as Nuisance. Every act or omission constituting or resulting in a violation of any of the provisions of the Governing Documents shall be deemed to constitute a nuisance and, in addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Mutual; provided, however, that the Board shall not be obligated to take action to abate or enjoin a particular violation if, in the exercise of its discretion, the Board determines that acting to abate or enjoin such violation is not likely to foster or be in the best interests of the Mutual and its Members as a whole. Notwithstanding the preceding sentence and without limiting its generality, nothing in the Governing Documents shall be deemed to impose upon the Mutual, the Board, or the officers, employees, or agents of the Mutual a duty to intervene in any physical dispute or altercation or

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any criminal or alleged criminal activity other than to notify law enforcement officials; the Mutual, the Board, officers, employees or agents of the Mutual do not have police powers.

9.2 Violation of Law is a Violation of Declaration. Any violation of a state, municipal or local law, ordinance or regulation pertaining to the ownership, occupancy, or use of any property within the Development is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

9.3 Owners' Responsibility for Conduct of Others and Damages. Each Owner shall be responsible for informing members of his or her household and his or her tenants and guests of the provisions of the Governing Documents, and shall be fully responsible for the conduct, activities, any Governing Document violation of any of them, and for any damage to the Development or the Mutual resulting from the negligent or intentional conduct of any of them or any household pets. If a Condominium is owned jointly by two (2) or more persons, the liability of each Owner in connection with the obligations imposed by the Governing Documents shall be joint and several.

9.4 No Avoidance. No Owner may avoid the burdens or obligations imposed by the Governing Documents through non-use of any Common Area facilities or by abandonment of his or her Unit.

9.5 Rights and Remedies of the Mutual.

9.5.1 Rights and Remedies are Cumulative. The Mutual, its Directors, officers, or agents, and any Owner shall have the right to enforce any and all provisions of the Governing Documents by any proceeding at law or in equity, or through the use of such other remedies as are available and deemed appropriate by the Board. Each remedy provided is cumulative and not exclusive.

9.5.2 Imposition of Sanctions. In the event of a breach or infraction of any provision of the Governing Documents by an Owner, members of an Owner's household, or his or her tenants or guests, the Board shall have the power to impose a sanction against the Owner who is responsible as provided in Section 9.3 for such breach or infraction. A sanction may include but shall not be limited to a monetary penalty and/or the suspension of an Owner's rights as a Member of the Mutual, including an Owner's voting rights (to the extent permitted by law) or an Owner's right to use the recreational or community facilities on the Common Area. Imposition of a sanction shall be effective only after notice and an opportunity for hearing. Any monetary penalty imposed pursuant to this Section shall not exceed the amount for each violation, as set forth in the schedule of monetary penalties adopted pursuant to *Civil Code* section 5850(a). Each Owner shall be obligated to pay costs incurred by the Mutual relating to violation of any

provisions of the Governing Documents by such members of Owner's household, tenants, guests, pets, or other invitees. Sanctions may be enforced by the Mutual in any manner permitted by law.

9.5.3 Continuing Violations. In the case of a continuing violation, such as an uncorrected architectural violation, where an Owner, member of an Owner's household, or his or her tenants or guests fails to cease or remedy a violation after notice from the Board to do so, the Board may deem such a continuing violation and may impose separate and successive sanctions for each such violation without holding further hearings for each sanction.

9.6 Inadequacy of Legal Remedy. Except for the non-payment of any Assessment, a remedy at law to recover damages for the breach or violation of the Governing Documents is inadequate and the failure of any Owner or a member of the household of any Owner or an Owner's tenants, guests, or household pets or any other occupant or user of any of the property within the Development to comply with any provision of the Governing Documents may be enjoined in any judicial proceedings initiated by the Mutual or by any Owner, or by their respective successors in interest.

9.7 Limitation on Disciplinary Rights. The Mutual shall not have the power to cause a forfeiture or abridgment of a Member's right to the full use and occupancy of his or her Unit as the result of the failure by such Owner, members of such Owner's household, or his or her tenants, guests, invitees or household pets to comply with any provision of the Governing Documents, except where such forfeiture or abridgment is the result of the judgment of a court of competent jurisdiction, a decision arising out of an arbitration proceeding, or a foreclosure or sale under private power of sale for failure of such Owner to pay Assessments. The provisions of this Section shall not affect the Mutual's right to impose fines or monetary penalties or to suspend an Owner's membership rights, as provided in the Governing Documents.

9.8 Disciplinary Rules. The Board may adopt Rules that further elaborate upon and refine procedures for conducting disciplinary proceedings and otherwise imposing sanctions upon Members of the Mutual for violation of provisions of the Governing Documents. Such Rules, when approved and adopted by the Board subject to *Civil Code* sections 4340 *et seq.*, shall be deemed to be a part of the Mutual Rules provided for, in and constituting a part of the Governing Documents.

9.9 Investigation of Complaints. Upon receipt of a written complaint from an Owner or Resident, the Board shall conduct an investigation of the allegations in the complaint and shall make relevant findings upon which the Board shall base a decision to pursue or not pursue the matter.

9.10 Emergency Situations. The following shall constitute emergency situations: (i) an immediate and unreasonable infringement of or threat to the safety or peaceful enjoyment of Residents of the Development; (ii) a traffic or fire hazard; (iii) a threat of material damage to or destruction of the Development or any portion thereof; and (iv) a violation of any provision of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether the violation has occurred (such as parking violations). Notwithstanding any other provision of the Governing Documents, under circumstances involving conduct that constitutes an emergency, the Board or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the Owner as to whom such corrective or disciplinary action has been taken, or on its own initiative, conduct a hearing as soon thereafter as reasonably possible. If the Mutual acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of the disciplinary action which is transmitted to the Owner. If the Board has not scheduled a hearing and the Owner desires a hearing, the Owner's written request for a hearing shall be delivered to the Mutual no later than five (5) days following the date when the notice of the Board's disciplinary action is transmitted to the Owner. The hearing shall be held not later than fifteen (15) days following the date of the Board's notice of the disciplinary action or fifteen (15) days following the receipt of the Owner's request for a hearing, whichever is later. If a hearing is scheduled or requested, any sanctions imposed or other disciplinary action taken by the Board shall be held in abeyance and shall become effective only if affirmed at the hearing.

9.11 Notices. Any notices required or given under this Article 9 shall, at a minimum, set forth the date, time and location of any hearing, a brief description of the act or omission constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision or provisions alleged to have been violated, and the sanction, disciplinary action, or other enforcement action being contemplated by the Board. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice to the affected Member; provided, however, that if notice is given by mail, it shall be sent by first-class mail, postage prepaid, sent to the most recent address for the affected Member as shown on the records of the Mutual.

#### 9.12 Dispute Resolution.

9.12.1 Alternative Dispute Resolution. Any dispute other than those listed in *Civil Code* section 5930(b) or those related to the power and duty of the Board of Directors to levy and collect Assessments through lien and foreclosure proceedings shall be submitted to alternative dispute resolution procedures ("ADR") as described in *Civil Code* sections 5925 *et seq.* In the case of any claim, dispute, or controversy which is not otherwise subject to *Civil Code*

sections 5925 *et seq.*, involving a sum of money not in excess of the jurisdiction of the Small Claims Court, any party to the dispute shall have the right to file a claim in Small Claims Court and have the matter determined therein in lieu of ADR.

9.12.2 Internal Dispute Resolution. In addition to the ADR provisions of *Civil Code* sections 5925 *et seq.*, the Mutual shall provide for Internal Dispute Resolution in any dispute regarding the rights, duties or liabilities under *Civil Code* sections 4000 *et seq.*, the Nonprofit Mutual Benefit Corporation Law, or the Governing Documents. The procedure may be invoked by any party pursuant to *Civil Code* sections 5900 *et seq.*

9.13 Non-Waiver. Failure to enforce any provision of the Governing Documents at any time shall not be deemed a waiver of the right to do so thereafter with respect to the same or any other violation of any provision of the Governing Documents.

9.14 Costs and Attorneys' Fees. In the event the Mutual shall take any action to enforce any of the provisions of the Governing Documents or shall determine that any Owner or Resident, member of his or her household, tenants, guests, invitees or household pets have violated any provision of the Governing Documents, and whether or not legal or judicial proceedings are initiated, the Mutual shall be entitled to recover the full amount of all costs including attorneys' fees and experts' fees incurred by the Mutual in responding to such a violation and/or in enforcing any Governing Document provision, to the extent permitted by law. In the event of a court awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith. The remedies of the Mutual to recover the amount of such costs and attorneys' fees shall include, but shall not necessarily be limited to, the imposition of a Reimbursement Assessment as provided in Article 8.9 of this Declaration.

## ARTICLE 10

### INSURANCE

10.1 Liability and Fidelity Insurance. The Mutual shall obtain and maintain the following liability policies.

10.1.1 Commercial General Liability Policy. A Commercial General Liability policy insuring the Mutual, any manager, the Mutual's directors and officers, and the Members against liability arising from any bodily injury or property damage as a result of an accident or occurrence within the Common Area. Subject to the terms and conditions of the policy, the policy also shall cover bodily injury or property damage from an accident or occurrence within any Unit or Exclusive Use Common Area related to any maintenance or repair work required to be performed

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by the Mutual pursuant to the Bylaws and/or Rules, including, but not limited to work performed in the Common Area. The policy shall include, if obtainable, cross liability or severability of interest coverage. The limits of such insurance (including the commercial general liability and any excess liability coverage) shall not be less than the general liability insurance requirements set forth in *Civil Code* section 5805 covering all claims for bodily injury and property damage arising out of a single occurrence. The coverage may be a combination of primary and excess policies. The insurance shall be provided with coverage terms provided by Insurance Services Offices (ISO) form CG 0001 or equivalent or better coverage. Such insurance shall include coverage against liability for owned, non-owned and hired automobiles and other liability or risk customarily covered with respect to projects similar in construction, location and use. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

10.1.2 Directors and Officers Liability Policy. A Directors and Officers Liability policy containing such terms and conditions as are normally and customarily carried for directors and officers of a common interest development and in sufficient amounts to satisfy the insurance requirements of *Civil Code* section 5800.

10.1.3 Crime Insurance. A blanket Commercial Crime Insurance Policy covering the Mutual, any organization or person who either handles or administers or is responsible for Mutual funds, whether or not any person receives compensation for services. The policy amounts shall satisfy the Federal National Mortgage Association ("FNMA") and Federal Housing Administration ("FHA") requirements and in no event shall be less than the sum of three months of Annual and Special assessments on all Memberships subject to Assessments.

10.2 Mutual Property Insurance. The Mutual shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

10.2.1 Property Covered. The Mutual's policy shall cover the following real and personal property:

(a) Common Area. All Common Area improvements, including buildings and any additions or extensions thereto; all fixtures, machinery and equipment permanently affixed to the building; windows; fences; monuments; lighting fixtures situated outside the Residences; exterior signs; and personal property owned or maintained by the Mutual; but excluding land; excavations; and other items typically excluded from property insurance coverage.

(b) Landscaping. Lawn, trees, shrubs and plants located in the Common Area.

10.2.2 Covered Cause of Loss. The Mutual's policy shall provide coverage against losses caused by fire and risks of direct physical loss, as insured under the ISO "Causes of Loss - Special Form (CP 1030)" or its equivalent or better coverage. Such policy shall include coverage for loss resulting from the enforcement of any ordinance or law regulating the construction, use or repair of any property, or requiring the tearing down of any property, if caused by a peril insured by such policy. Equipment Breakdown Insurance shall also be maintained covering boilers and related equipment, heating, air-conditioning, electrical and mechanical equipment that is used in the generation, transmission or utilization of energy.

10.2.3 Dollar Limit. The dollar limit of the Mutual's policy shall not be less than the full insurable replacement value of the covered property described in Section 10.2.1, based on insurance industry standards for determination of replacement values, provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

10.2.4 Primary. The Mutual's policy shall be primary and noncontributing with any other insurance policy covering the same loss; provided, however, that where a Member's individual insurance policy (discussed in Section 10.6) provides overlapping coverage, the Member's individual insurance policy shall be the primary coverage and the Mutual's policy shall be excess/supplemental/secondary coverage as the case may be.

10.2.5 Endorsements. The Mutual's policy may contain such endorsements as the Board may select after consultation with a qualified insurance consultant.

10.2.6 Waiver of Subrogation. The Mutual waives all subrogation rights against any Member or occupant and their family members and invitees. The policy shall include an acknowledgment of the Mutual's right to waive all subrogation rights against the Member.

10.2.7 Deductible. Except as otherwise provided by separate agreement, when a claim is made on the Mutual's property insurance policy, the Member is responsible for payment of the deductible on the Mutual's policy in circumstances: (i) where damage to Common Area is caused by the fault of the Member, contract purchasers, subtenants, Residents of the Unit, and agents, invitees, family members, guests and pets of any of the foregoing; or (ii) where damage to common area and/or Unit improvements is caused by the failure of some portion of the Unit or Common Area which the Member is responsible for maintaining. In cases where fault cannot be determined, the Mutual shall pay the deductible.

The Mutual may enter into a deductible sharing agreement with other Rossmoor mutuals. In this event, to the extent there is any conflict between the payment of deductibles as set forth in this Section 10.2.7 and the agreement, the agreement shall control.

10.3 FNMA, FHLMC and FHA Requirements. To the extent applicable to the Mutual and notwithstanding anything herein to the contrary, the Mutual shall maintain such policies containing such terms, amount of coverage, endorsements, deductible amounts, named insureds, loss payees, standard mortgage clauses, notice of changes or cancellation, and an appropriate insurance company rating that shall satisfy the minimum requirements imposed by the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”) and the Federal Housing Administration (“FHA”) or any successor thereto. If the FNMA, FHLMC or FHA requirements conflict, the more stringent requirements shall be met.

10.4 Insurance Rating and Cancellation. The insurance company providing the Mutual’s insurance under Sections 10.1 and 10.2, shall have an A.M. Best rating of not less than A:VII if licensed to do business in the State of California and a rating of not less than A:X if approved but not licensed to do business in the State of California, provided that if the Board determines that insurance from insurance companies with the required ratings is not available at commercially reasonable rates, the Board may reduce the rating requirements after consultation with a qualified insurance consultant. If the A.M. Best ratings are no longer available, the insurance ratings shall be based on equivalent ratings issued by an independent insurance rating company used by financial institutions for insurance rating purposes.

10.5 Board’s Insurance Authority. The Board has the authority on behalf of the Mutual and each of its Members to participate with the Foundation (or any successor or assign thereto) and other Rossmoor mutuals in a group policy or policies procured and maintained by the Foundation as long as the group policy or policies provide equivalent or better coverage than the applicable requirements described in Sections 10.1 and 10.2, subject to the Board’s right to deviate from the requirement as described herein. The Board shall have the power and right to deviate from the insurance requirements contained in this Article 10 in any manner that the Board, in its discretion, considers to be in the best interests of the Mutual, provided that the Board shall maintain the minimum insurance requirements set forth in *Civil Code* sections 5800 and 5805 and as required in Section 10.3. If the Board elects to materially reduce the coverage from the coverage required in this Article 10, the Board shall, as soon as reasonably practicable, notify the Members of the reduction in coverage in the manner prescribed by law.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Mutual, including, but not limited to, the

right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

Each Member irrevocably appoints the Mutual, as that Member's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Mutual and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Member had personally taken the action.

**10.6 Members' Individual Insurance Requirements.** Each Owner, at that Owner's sole cost and expense, shall obtain and maintain a "special causes of loss" policy in an amount equal to or greater than the total replacement value of the Unit interior to the extent not covered by the Association's blanket property policy (described above), including, if applicable, upgrades to the Unit as originally constructed and the personal property contained therein (commonly known as a "HO-6" policy). The policy shall provide liability coverage in such amounts and for such acts or omissions as are normally and customarily included in homeowners property insurance coverage of the types required herein. Each Owner shall also consider maintaining a policy which includes the following coverage: dwelling, contents, loss assessment, and loss of use. However, no Owner shall be entitled to maintain insurance coverage in a manner so as to decrease the amount which the Association, on behalf of all Owners and their Mortgagees, may realize under any insurance policy which the Association may have in effect at any time. The Board may require any Owner, and may periodically require all Owners, to provide a certificate from the Owner's insurer certifying that the required insurance under this Section 10.6 has been procured and is in full force and effect; provided, however, that neither the Association nor the Board shall be responsible for procuring insurance on an Owner's behalf or verifying that Owners are maintaining the required insurance.

The Mutual's insurance policies will not provide coverage for: (i) losses to the Member's personal property; (ii) liability from accidents or occurrences within the Member's Unit; or (iii) liability from accidents or occurrences within Rossmoor for which the Member may be held responsible and which may not be covered under the Mutual's Commercial General Liability policy. Each Member should seek the advice of a qualified insurance consultant regarding the Member's property and liability insurance obligations under this Section 10.6 and other applicable coverage available to Members.

Nothing herein imposes any duty on the Mutual, its directors, officers or agents (including the Mutual's managing agent) to confirm or otherwise verify that the Members are carrying the insurance required in this Section 10.6.

No Member shall separately insure any property covered by the Mutual's property insurance policy described in Section 10.2 unless the Member's individual insurance policy permits the application of any overlapping coverage under Member's policy as primary without a reduction in benefits from the coverage under the Mutual's policy. If any Member violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Mutual, the Member will be liable to the Mutual to the extent of the diminution. The Mutual may, subject to the Mutual's compliance with the notice and hearing requirements set forth in the Bylaws, levy a Reimbursement Assessment, as provided in Section 8.9, against the Member and said Member's Membership to collect the amount of the diminution.

10.7 Insurance by Tenant. Each Owner who rents or leases out his or her Unit shall (i) require the tenant to obtain and maintain a "renter's policy" (also known as an "HO-4" policy and (ii) provide to the Board a certificate from the tenant's insurer certifying that the required insurance under this Section 10.7 has been procured and is in full force and effect; provided, however, that neither the Mutual nor the Board shall be responsible for procuring insurance on a tenant's behalf or verifying that tenants are maintaining the required insurance to cover such tenant's property and provide liability coverage.

## ARTICLE 11

### DAMAGE OR DESTRUCTION OF BUILDINGS; CONDEMNATION

11.1 Damage to Single Unit. If the Development is damaged by fire or other casualty which it is insured against, and damage is limited to a single Unit, any available insurance proceeds from the Mutual's master policy shall be paid to the Mutual in trust for the Owner or Owners of such Unit to rebuild or repair such Unit. Any such repair or rebuilding shall be subject to the provisions of Article 7. In the event the insurance proceeds are insufficient to complete such work, the Unit Owner shall pay and advance such additional sums as may be necessary to complete such rebuilding and repair.

11.2 Damage to Two or More Units or Common Area. If such damage extends to two (2) or more Units or extends to any part of the Common Area, then and in that event:

11.2.1 Proceeds Equal or Exceed 85% of Reconstruction Costs. If the amount of available insurance proceeds is equal to at least eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to a condition of like, kind and quality to original construction, the insurance proceeds shall be paid to the Mutual, and the Board shall thereupon contract to repair or rebuild the damaged portions of the Development covered under the Mutual's master policy, including the Common Area so damaged unless, within ninety (90) days from the

date of destruction seventy-five percent (75%) of the Total Voting Power of the Mutual determine that repair and reconstruction shall not take place.

11.2.2 Proceeds Less than 85% of Reconstruction Costs. In the event that the amount available from such insurance proceeds is less than eighty-five percent (85%) of the cost of repairing or rebuilding the damaged property to a condition of like, kind and quality to original construction, repair and rebuilding may nevertheless take place if, within ninety (90) days from the date of destruction, a majority of the Total Voting Power of the Mutual determines that repair and reconstruction shall take place. If the Members approve repair and reconstruction, the Board shall execute, acknowledge and record in the office of the County Recorder not later than 120 days from the date of destruction a certificate declaring the intention of the Members to rebuild. Alternatively, the Members by vote of a majority of the Total Voting Power of the Mutual may elect to sell the Development.

11.2.3 Rebuilding Contract. If a determination is made to rebuild, the Board shall obtain bids from at least three (3) reputable contractors to restore all damaged Units and Common Area in the Development to a condition of like, kind and quality to original construction. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. The contractor shall provide a completion bond naming the Mutual and each Owner as beneficiaries.

11.2.4 Costs to Rebuild/Special Assessment. The insurance proceeds shall be disbursed to the chosen contractor according to the terms of the contract. The Mutual shall levy a Special Assessment to make up the deficiency, if any, between the total insurance proceeds and the contract price for repair and rebuilding. Member approval of said Special Assessment shall be required unless the Special Assessment is deemed an "emergency situation" pursuant to *Civil Code* section 5610. The Special Assessment shall be allocated equally among all Members.

11.3 Sale of Entire Development. In the event of the sale of all Units and the Common Area, proceeds from such sale and insurance proceeds received by the Mutual on account of the destruction of the Common Area shall be distributed by the Association among the Owners and their respective Mortgagees according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraisal. The members of the Board are hereby authorized to execute and deliver, on behalf of all of the Owners, any instruments necessary or required to affect such a sale or sales and each Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary to affect such sale or sales.

11.4 Condemnation of Common Area. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by private purchase in lieu of eminent domain, the entire compensation or award in condemnation, to the extent such award is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Development, shall be paid to the Mutual and shall be used in the manner determined by the Board, provided that such use shall not be inconsistent with the purposes of the Mutual. The Mutual shall represent the interests of all Owners in any proceedings relating to such condemnation to the extent such Owners have any interest in the Common Area.

## ARTICLE 12

### PROTECTION OF MORTGAGES

12.1 Mortgage Permitted. Any Owner may encumber the Owner's Condominium with a mortgage.

12.2 Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any First Mortgage that encumbers all or a portion of the Development, or any Condominium, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such First Mortgage unless the holder of the first mortgage expressly subordinates its interest in writing, to such lien. All taxes, assessments, and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Unit(s) there charged and not to the Development as a whole.

12.3 Restrictions on Certain Changes and Amendments. Unless after receiving written notice, fifty-one percent (51%) of the Eligible First Mortgagees holding mortgages on Condominiums have given their prior written approval (one vote for each Unit secured by a Mortgage), neither the Mutual nor the Owners:

(a) Shall be entitled to effect any material amendment to the Governing Documents. As used in this Section, the term "any material amendment" means amendments to those provisions which establish, provide for and/or govern any of the following subjects:

(i) The pro rata interest or obligations of any Unit Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Unit in the Common Area;

(ii) The fundamental purpose for which the Development was created (i.e., change from residential use to a different use); and

(iii) Any provision, which by its terms, is specifically for the benefit of First Mortgagees, or specifically confers rights on First Mortgagees.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, for clarification, or to comply with changes in the legal requirements applicable to the Mutual and its members.

(b) Shall be entitled to:

(i) Seek to abandon or terminate the condominium project, except for abandonment provided by statute in case of substantial loss to the Units and Common Area;

(ii) Partition or subdivide any Unit; and

(iii) Use hazard insurance proceeds for losses to Units or Common Area in the Development for other than the repair, replacement or restriction of improvements, except as provided by statute in case of substantial loss to the Units or Common Area of the Development.

A Mortgagee who receives a written request to approve any of the above acts, including but not limited to, additions or amendments to the Governing Documents and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

12.4 Right to Examine Books and Records. Eligible First Mortgagees can examine the books and records of the Mutual or the condominium project and can require the submission of financial data concerning the Mutual or the condominium project, including annual audit reports, if any, and operating statements as furnished to the Owner. Any Owner, at the expense of such Owner, or the holders of fifty-one percent (51%) or more of First Mortgagees, at the First Mortgagees' expense, may request at any time an independent audit of the Mutual.

12.5 Distribution of Insurance and Condemnation Proceeds. Notwithstanding any other provision of this Declaration, no Unit Owner or any other party shall have priority over any right of First Mortgagees of Units pursuant to their mortgages in case of a distribution of insurance proceeds or condemnation awards for losses to (or a taking of) Units or Common Area. Any such distribution shall be made pursuant to the terms and provisions of the applicable Mortgage. Any provision to the contrary, in this Declaration or in the Bylaws or other documents relating to the Development, is to such extent void. All applicable fire and all

physical loss or extended coverage insurance policies shall contain loss payable clauses naming the First Mortgagees, as their interests may appear.

12.6 Notices to Eligible First Mortgagees. The Mutual shall give written notice to all Eligible First Mortgagees of any lapse (or cancellation) of any insurance policy or fidelity bond maintained by the Mutual that is not renewed, restored or replaced within a short period of time or of any significant change to the coverage, limits and/or deductible for any of those policies or bonds issued to the Mutual. The Mutual shall also give written notice to those Eligible First Mortgagee(s) who hold the mortgage for any affected Unit of any condemnation loss or any casualty loss to any Unit covered by a mortgage. If such loss exceeds \$50,000.00, or on any loss to the Common Area, if such loss exceeds \$500,000.00.

12.7 Effect of Breach. If any Condominium is encumbered by a first mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to impact or impair the lien of the first mortgage. On foreclosure of the First Mortgage, the lien for assessments or installments that has accrued up to the time of foreclosure shall be subordinate to the lien of the First Mortgage, with the foreclosure-purchaser taking title to the Condominium free of the lien for assessments or installments that have accrued up to the time of the foreclosure sale. On taking title to the Condominium, the foreclosure purchaser shall be bound to all covenants, conditions and restrictions contained in the Governing Documents, but shall only be obligated to pay assessments or other charges levied or assessed by the Mutual after the foreclosure-purchaser acquired title to the Condominium. Nothing in this Section shall be construed to release any prior Owner from the Owner's obligation to pay for any assessment levied pursuant to this Declaration.

12.8 Non-Curable Breach. Any mortgagee who acquires title to a Condominium by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

12.9 Payment by Mortgagees. Mortgagees of Units may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for Common Area improvements or other insured property of the Mutual. Upon making any such payments, such Mortgagees shall be owed immediate reimbursement therefor from the Mutual.

This provision shall constitute an agreement by the Mutual for the express benefit of all Mortgagees. Upon the request of any Mortgagee, the Mutual shall

execute and deliver to such Mortgagee a separate written agreement embodying the provisions of this Section 12.9.

12.10 Loan to Facilitate. Any First Mortgage given to secure a loan to facilitate the resale of a Condominium after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article 12.

12.11 Appearance at Meetings. Because of its financial interest in the development, any Eligible First Mortgagee may appear (but cannot vote) at meetings of the Members and the Board to draw attention to violations of the Governing Documents that have not been corrected or made the subject of remedial proceedings or assessments and/or other matters of concern to the Mortgagee.

12.12 Right to Furnish Information. Any Mortgagee can furnish information to the Board concerning the status of any mortgage.

12.13 Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Condominium shall be granted to the Mutual without the consent of any Eligible First Mortgagee of the Condominium. Any right of first refusal or option to purchase a Unit that may be granted to the Mutual (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such Unit, whether voluntary or involuntary, to a mortgagee which acquires title to or from or ownership of the Unit pursuant to the remedies provided in its mortgage or deed or by reason of foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure.

Further, no such right shall impair the rights of a First Mortgagee to:

- (a) Foreclose or take title to a Condominium pursuant to the remedies provided in the Mortgage.
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor.
- (c) Sell or lease a Condominium acquired by the Mortgagee.

12.14 Amendments to Conform with Mortgagee Requirements. It is the intent of the Mutual that this Declaration and the Articles and Bylaws of the Mutual, and the Complex in general, meet all reasonable requirements necessary to purchase, guarantee, insure or subsidize any mortgage of a Unit in the development by the Federal Home Loan Mortgage Corporation, the Federal

National Mortgage Mutual, the Federal Housing Administration and the Veterans' Administration. The Board and each Owner shall take any action or shall adopt any resolutions necessary to conform the Governing Documents and/or the Complex to the reasonable requirements of any of said entities or agencies. Each Owner, by the acceptance of a deed to a Condominium, grants to the Board an irrevocable power of attorney to act as attorney-in-fact for such purpose.

The provisions of this Declaration and the Mutual's other Governing Documents shall be liberally interpreted so as to comply with the reasonable requirements of institutional lenders, the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

### **ARTICLE 13**

#### **AMENDMENT**

This Declaration may be amended by the affirmative vote of Members representing at least a majority of the Total Voting Power of the Mutual. Any amendment of the Declaration shall be signed and acknowledged by the duly authorized officer(s) of the Mutual and recorded in the Office of the Contra Costa County Recorder.

### **ARTICLE 14**

#### **GENERAL PROVISIONS**

14.1 Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration or otherwise.

14.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision hereof shall not invalidate any other provisions hereof.

14.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of fostering a plan of community ownership and occupancy and of management of the Development for the benefit of the community.

14.4 Conflict Between Governing Documents. In the case of any conflict between the Articles of Incorporation, Bylaws and or Rules and this Declaration, this Declaration shall control.

14.5 Amendment to Referenced Statutes. References in this Declaration to particular statutes, including sections of the *Civil Code*, shall be deemed to include any successor statute and any amendments to existing or successor statutes.

14.6 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.

14.7 Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a deed to any Condominium.

14.8 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges, and equitable servitudes contained in this Declaration shall run with and shall benefit and burden all of the real property subject to this Declaration, including without limitation the Units and Common Area, and shall inure to the benefit of and be binding upon the Owners, the Mutual, its Board of Directors and officers, and their respective agents and successors in interest, for a term of thirty (30) years from the date of recordation of this Declaration. Thereafter, the term shall be automatically extended for successive periods of ten (10) years each, unless within the six (6) months prior to the expiration of the initial thirty (30) year term or any ten (10) year extension period, a written instrument approved by Owners entitled to vote and holding at least a majority of the Total Voting Power of the Mutual, terminating the effectiveness of this Declaration shall be recorded in the Office of the County Recorder of Contra Costa County, California.

IN WITNESS WHEREOF, we, the Members of Walnut Creek Mutual No. Sixty-Five, constituting at least the requisite number of Members of said Mutual, hereby affirm, approve, and adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-Five, in accordance with Section 18.1 of the 2001 Declaration, by means of the signatures of the President and Secretary of the Mutual, duly authorized by the affirmative vote of the requisite number of Members of the Mutual; therefore the Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be recorded with the County Recorder of Contra Costa County, California.

DATED: 9/21/2020

WALNUT CREEK MUTUAL NO.  
SIXTY-FIVE

Thomas Scott Lenz  
Thomas Scott Lenz, President

Edward M. O'Dea

Edward M. O'Dea, Secretary

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

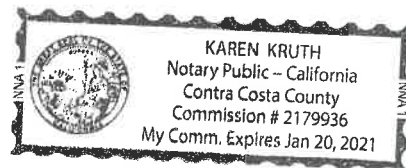
STATE OF CALIFORNIA  
COUNTY OF Contra Costa

On 9/21/2020, before me, Karen Kruth, Notary Public,  
Notary Public, personally appeared, Thomas Scott Lenz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Contra Costa

On 9/21/2020 before me, Karen Kruth, Notary Public  
(insert name and title of the officer)

personally appeared Edward M. O'Dea,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)





October 12, 2011

To: All Members of Walnut Creek Mutual No. Sixty Five (Devonshire)

Re: **Member-approved First Amendment to CC&Rs**

Dear Mutual Members:

We are pleased to report that the recent membership vote to approve insurance and rental amendments to the Mutual's Declaration of Covenants, Conditions and Restrictions ("CC&Rs") was successful. Accordingly, enclosed is a copy of the First Amendment to CC&Rs recorded with the Recorder's Office of Contra Costa County on September 29, 2011 as document number 2011-0201864.

Please keep the enclosed First Amendment and all other Mutual Governing Documents (including Policies) in a safe and secure place and available for your easy reference and delivery to prospective purchasers should you decide to sell your manor.

Very truly yours,

Mary N. Bell  
President

Encl: First Amendment to CC&Rs

## NOTICE

**If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the *Government Code*. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

09/29/2011, 20110201864

**WALNUT CREEK MUTUAL NO. SIXTY FIVE**  
c/o Hughes Gill Cochrane, P.C.  
Attn: Stephanie J. Hayes, Esq.  
1600 South Main Street, Suite 215  
Walnut Creek, CA 94596

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**FIRST AMENDMENT TO AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS –  
WALNUT CREEK MUTUAL NO. SIXTY FIVE**

This First Amendment to the Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five (the “First Amendment”) is made on the date hereinafter set forth by WALNUT CREEK MUTUAL NO. SIXTY FIVE, a California nonprofit mutual benefit corporation (the “Mutual”).

**RECITALS**

A. WHEREAS, an instrument entitled “Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five” was recorded on October 16, 2001 as Document No. 2001-0311734 in the Official Records of Contra Costa County, California (the “Declaration”);

B. WHEREAS, the Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California and described as follows (collectively, the “Complex”):

All of that parcel of land shown within the subdivision boundary of Subdivision 7878 as shown on the Map of Subdivision 7878, recorded on December 2, 1994 in the Official Records of Contra Costa County at Book 376 of Maps, Page 40, Contra Costa County Recorder; and

Lot 1 as shown on the Map of Subdivision 7674, recorded on December 2, 1994, in the Official Records of Contra Costa County at Book 376 of Maps, Page 43, Contra Costa County Records;

C. WHEREAS, all of the real property described herein, including all improvements thereon, constitute a “condominium project” within the meaning of California Civil Code section 1351(f).

D. WHEREAS, the Mutual desires to amend the Declaration as set forth below.

E. WHEREAS, pursuant to Article XVIII, Section 18.1 of the Declaration, the Declaration may be amended with the approval of Members representing at least fifty-one percent (51%) of all eligible Members of the Mutual.

F. WHEREAS, all approvals required to amend the Declaration have been obtained.

NOW, THEREFORE, the Mutual amends the Declaration as set forth in this First Amendment.

1. **Section 3.2 ("Rental of Units") shall be deleted in its entirety, and shall be replaced with the following:**

3.2 Rental of Units. The rental of Units in the Complex shall be governed by the provisions of this Section 3.2 and such Rules that are consistent with this Section 3.2 as may be adopted by the Board in conformity with the requirements of Civil Code section 1357.100 et seq.

3.2.1 Requirements for Leasing. Any Owner who desires to rent his or her Unit shall complete a written application for permission to rent as described in Section 3.2.3.5, below. All tenants and other occupants of the Unit must satisfy the age restrictions and other requirements imposed by the Mutual's Governing Documents and applicable senior housing laws. If the written application for permission to rent is granted, an Owner renting his or her Unit shall:

(a) Do so pursuant to a written lease or rental agreement. The lease or rental agreement shall be for a minimum term of at least one-year and shall expressly provide that its terms are subject to all the provisions of the Governing Documents and that failure of the tenant, members of the tenant's household, invitees or guests to comply with applicable provisions of the Governing Documents shall constitute a breach of the terms of such lease or rental agreement;

(b) File a copy of the signed lease or rental agreement with the Board within ten (10) days after the lease becomes effective. The Owner may redact or blackout the financial terms (i.e., the amount of rent and security deposit) from the copy of the lease or rental agreement provided to the Board;

(c) Provide the tenant(s) with a copy of the Governing Documents and any subsequent changes thereto; and

(d) Notify the Board of the name of each tenant and of the members of the tenant's household.

3.2.2 Rental of Entire Condominium. No Owner shall rent or lease less than the entire Condominium (including the Unit and any Exclusive Use Common Area

appurtenant thereto). The preceding sentence is intended to prohibit the operation of a rooming house or similar operation within the Complex. No Deck, Patio, Garage, or other facility shall be rented, leased, or hired to anyone who does not have the right of possession of the entirety of the Unit. This Section 3.2.2 is not intended to prohibit an Owner from residing in and sharing his or her Unit with a roommate or other person(s) with whom the Owner maintains a common household.

3.2.3 Units Shall Not Be Leased During First Two (2) Years of Ownership. All Units shall be occupied by the Unit's Owner(s) and/or Owners' Immediate Family during the first two (2) years after the Unit is acquired by said Owner(s). Subject to the Mutual's age restrictions which may otherwise prevent residency, "Immediate Family" shall be limited to the Father, Mother, Husband, Wife, Son or Daughter of the Owner(s). No Unit shall be leased or rented during this initial two (2) year period of Ownership by said Owner(s). This two (2) year period shall commence as of the date that the Grant Deed transferring title is recorded.

3.2.4 Restriction on Number of Units Leased or Rented. Except as provided in Sections 3.2.4.1 and 3.2.4.3 below, not more than five (5) of the Units within the Complex (approximately 11%) shall, at any particular time, be leased or rented or occupied by anyone other than an Owner together with members of his or her household or temporary guests, such that the remainder of the Units in the Complex are Owner-occupied. For purposes of this Section 3.2.4, a resident of a Unit who is a beneficiary under a trust shall be deemed an Owner-occupant if legal title to the Condominium is in the name of the trustee(s) of the trust.

3.2.4.1 Grandfathered Units. The limitation on the number of permitted rentals as set forth in Section 3.2.4 shall not apply to any Member who is an Owner of a Condominium on the date this Amendment to the Declaration is recorded, but shall apply to any such Condominium or Condominiums upon transfer of title to such Condominium, such that if the number of Condominiums then being leased or rented is more than the number permitted pursuant to Section 3.2.4, the Condominium shall be sold to an Owner-occupant and not for rental.

3.2.4.2 Implementation. Upon request from the Board after this Amendment to the Declaration is recorded, each Owner renting or leasing a Unit shall provide such information as the Board may reasonably require to implement the provisions of the rental restrictions contained in Sections 3.2.4.1 through 3.2.4.9 herein, including but not limited to the names of the tenants and the members of the tenants' household and the duration of the lease.

3.2.4.3 Hardship Waivers. Upon written request of an Owner, the Board shall have the right, but shall not be obligated to, waive the limitation on the number of permitted rentals or the order of priority of requests to rent in cases of deserving and unusual hardship (for instance, a family illness requiring temporary relocation for treatment) provided: (i) each such waiver shall be for a limited term, not to exceed one (1) year; (ii) the Owner in question shall deliver to the Board a signed statement representing that he or she will retake possession and occupancy of the Unit as a resident thereof upon

the expiration of such limited term; and (iii) such waiver shall be subject to other conditions as the Board may determine, which conditions may include but shall not be limited to Board review and approval of the lease for such limited term.

3.2.4.4 List of Rented Units. The Board shall maintain a list of all Owners currently leasing or renting a Unit, which list shall include: (i) the Owner's name and mailing address; (ii) the address of the rented Unit and the Owner's record date of ownership; and (iii) term of the lease. Such list shall be made available to any Owner upon payment of a reasonable administrative charge to be set by the Board.

3.2.4.5 Written Application for Permission to Rent; Priority List. Any Owner desiring to lease or rent his or her Unit shall submit to the Board a written application for permission to rent to the Board on a form provided by the Board (the "Application"). The Application shall state: (i) the Owner's name, mailing address, and current telephone number(s); (ii) the Unit address and the Owner's record date of ownership; (iii) the proposed lease term; and (iv) such other information as the Board may reasonably require from time to time. The Owner shall have the right, upon written request delivered to the Mutual, to appear in person before the Board to discuss the request to lease or rent his or her Unit. The Board shall establish and maintain a priority list of the written requests to rent, organized in the order of date received by the Board.

3.2.4.6 Review of Application to Rent. Within thirty (30) days after receipt of the Application, the Board shall review and shall approve or deny the Application. Written notice of the Board's decision shall be transmitted to the requesting Owner and, if the request is denied, the notice shall specify the reason(s) for denial. The Board shall approve the Application unless doing so will increase the number of Units leased or rented within the Complex to more than the number permitted under Section 3.2.4, or will otherwise result in the violation of any other provision of the Declaration or the Rules. When the number of Units leased or rented in the Complex is less than the number permitted under Section 3.2.4, the Board shall authorize the Owner who submitted the earliest received written request to rent his or her Unit. When the number of Units leased or rented in the Complex equals or exceeds the number permitted under Section 3.2.4, Owner Applications to rent shall be added to the priority list maintained pursuant to Section 3.2.4.5.

3.2.4.7 Reconsideration of Denied Request. If an Application to lease or rent or hardship waiver is denied, the requesting Owner shall have a right, upon written request, to reconsideration by the Board. Within ten (10) days after such reconsideration, the Board shall transmit its written determination to the requesting Owner and, if again disapproved, shall specify the reasons for such disapproval.

3.2.4.8 Duration of Authorization to Rent; No Subletting. Subject to the provisions of Sections 3.2.4.1 through 3.2.4.8, once an Owner obtains permission to lease or rent a Unit, that Owner shall have the right to continue renting that Unit to consecutive lessees or renters for consecutive terms without having to submit or re-submit a request to rent; provided such lease or rental is otherwise in compliance with the provisions of Section 3.2.4 and is without interruption of more than sixty (60) days or, in the case of

approved remodeling of the Unit, ninety (90) days and provided, further, that during such interruption in rental the Owner shall not reoccupy the Unit for a period exceeding sixty (60) days. No subletting shall be permitted.

3.2.4.9 Decision of Board Conclusive. The decision of the Board of Directors in approving or denying a request to rent shall be final and conclusive.

3.2.5 Assignment of Rents as Security for Payment of Liens. As security for the payment of all liens provided for under the Declaration, including those described elsewhere in the Declaration, each Owner hereby gives to and confers upon the Mutual the right, power, and authority during the continuance of such ownership to collect the rents, issues, and profits of the Owner's Unit, reserving unto the Owner the right, prior to any default by such Owner in performance of that Owner's obligations under the Governing Documents in payment of any indebtedness to the Mutual or in performance of any agreement contained in said Governing Documents, to collect and retain such rents, issues, and profits as they may become due and payable. Upon any such default, the Mutual may at any time, upon ten (10) days written notice to such Owner, then (either in person, by agent, or by a receiver to be security for such indebtedness) enter upon and take possession of such Owner's Unit or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any such indebtedness, and in such order as the Mutual may determine or as required by applicable law. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default under the Governing Documents or invalidate any act done pursuant to this Declaration, including but not limited to imposition of a Special Individual Assessment. The assignment of rents and powers described in this Section 3.2.5 shall not affect, but shall in all respects be subordinate to, the rights and power of the holder of any First Mortgage on any Condominium, or any part thereof, to do the same or similar acts.

2. **ARTICLE IX of the Declaration (entitled "INSURANCE") shall be deleted in its entirety and the following inserted in its place:**

**ARTICLE IX: INSURANCE**

9.1 **Liability and Fidelity Insurance.** The Mutual shall obtain and maintain the following liability policies:

9.1.1 **Commercial General Liability Policy:** A Commercial General Liability policy insuring the Mutual, any manager, the Mutual's directors and officers, and the Owners against liability arising from any bodily injury or property damage as a result of an accident or occurrence within the Common Area. Subject to the terms and conditions of the policy, the policy also shall cover bodily injury or property damage from an accident or occurrence within any Unit related to any maintenance or repair work required to be performed by the Mutual pursuant to the Declaration and/or the Mutual's Rules, including, but not limited to, work performed in the Common Area. The policy shall include, if obtainable, cross liability or severability of interest coverage. The limits of such insurance

(including the commercial general liability and any excess liability coverage) shall not be less than the general liability insurance requirements set forth in Civil Code section 1365.9 or any successor statute thereto covering all claims for bodily injury and property damage arising out of a single occurrence. The coverage may be a combination of primary and excess policies. The insurance shall be provided with coverage terms provided by Insurance Services Offices (ISO) form CG 0001, or equivalent or better coverage. Such insurance shall include coverage against liability for owned, non-owned and hired automobiles and other liability or risk customarily covered with respect to projects similar in construction, location and use. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

**9.1.2 Directors and Officers Liability Policy:** A Directors and Officers Liability policy containing such terms and conditions as are normally and customarily carried for directors and officers of a common interest development and in sufficient amounts to satisfy the insurance requirements of Civil Code section 1365.7 or any successor statute thereto.

**9.1.3 Crime Insurance:** A blanket Commercial Crime Insurance Policy covering the Mutual, any organization or person who either handles or administers or is responsible for Mutual funds, whether or not any person receives compensation for services. The policy amounts shall satisfy the Federal National Mortgage Association ("FNMA") and Federal Housing Administration ("FHA") requirements and in no event shall be less than the sum of three months of Regular and Special Assessments on all Units subject to assessments.

**9.2 Mutual Property Insurance.** The Mutual shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

**9.2.1 Property Covered.** The Mutual's policy shall cover the following real and personal property:

(i) Common Area. All Common Area Improvements, including buildings and any additions or extensions thereto; all fixtures, machinery and equipment permanently affixed to the building; windows; fences; monuments; lighting fixtures situated outside the Units; exterior signs; and personal property owned or maintained by the Mutual; but excluding land; excavations; and other items typically excluded from property insurance coverage.

(ii) Units. Permanently affixed Improvements situated within the Unit, including interior walls and doors; ceiling, floor and wall surface materials (e.g., paint, wallpaper, carpets and hardwood floors); utility fixtures (including gas, electrical and plumbing); cabinets; built-in appliances; heating and air-conditioning systems; water heaters and any replacements thereto; but excluding any personal property located in the Unit. If the Unit Owner renovates, upgrades or replaces any permanently affixed Improvement within the Unit or adds new Improvements to the Unit (collectively, the "Alterations") and the replacement cost of the Alterations exceeds the cost of the

Improvements prior to the Alterations, the Unit Owner shall be responsible for procuring and maintaining insurance to cover the excess unless the Owner has obtained written approval from the Mutual to make the Alterations and, to the extent required, approval from governmental authorities.

(iii) Landscaping. Lawn, trees, shrubs and plants located in the Common Area.

**9.2.2 Covered Cause of Loss.** The Mutual's policy shall provide coverage against losses caused by fire and risks of direct physical loss, as insured under the ISO "Causes of Loss - Special Form (CP 1030)" or its equivalent or better coverage. Such policy shall include coverage for loss resulting from the enforcement of any ordinance or law regulating the construction, use or repair of any property, or requiring the tearing down of any property, if caused by a peril insured by such policy. Equipment Breakdown Insurance shall also be maintained covering boilers and related equipment, heating, air-conditioning, electrical and mechanical equipment that is used in the generation, transmission or utilization of energy.

**9.2.3 Dollar Limit.** The dollar limit of the Mutual's policy shall not be less than the full insurable replacement value of the covered property described in Section 9.2.1 above based on insurance industry standards for determination of replacement values, provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

**9.2.4 Primary.** The Mutual's policy shall be primary and noncontributing with any other insurance policy covering the same loss provided, however, that where an Owner's individual insurance policy (discussed in Section 9.6 below) provides overlapping coverage, the Owner's individual insurance policy shall be the primary coverage and the Mutual's policy shall be excess/supplemental/secondary coverage as the case may be.

**9.2.5 Endorsements.** The Mutual's policy may contain such endorsements as the Board may select after consultation with a qualified insurance consultant.

**9.2.6 Waiver of Subrogation.** The Mutual waives all subrogation rights against any Owner or occupant and their family members and invitees. The policy shall include an acknowledgment of the Mutual's right to waive all subrogation rights against the Owner.

**9.2.7 Deductible.** Except as otherwise provided by separate agreement, when a claim is made on the Mutual's property insurance policy, the Owner is responsible for payment of the deductible on the Mutual's policy in circumstances: (i) where damage to Common Area and/or Unit Improvements is caused by the fault of the Owner, tenants, contract purchasers, residents of the Unit, and agents, invitees, family members, guests and pets of any of the foregoing; or (ii) where damage to Common Area and/or Unit Improvements is caused by the failure of some portion of the Unit or Common Area which

the Owner is responsible for maintaining. In cases where fault cannot be determined, the Mutual shall pay the deductible.

The Mutual may enter into a deductible sharing agreement with other Rossmoor mutuals. In this event, to the extent there is any conflict between the payment of deductibles as set forth in this Section 9.2.7 and the agreement, the agreement shall control.

**9.3 FNMA, FHLMC and FHA Requirements.** Notwithstanding anything herein to the contrary, the Mutual shall maintain such policies, containing such terms, amount of coverage, endorsements, deductible amounts, named insureds, loss payees, standard mortgage clauses, notice of changes or cancellation, and an appropriate insurance company rating that shall satisfy the minimum requirements imposed by the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal Housing Administration ("FHA") or any successor thereto. If the FNMA, FHLMC or FHA requirements conflict, the more stringent requirements shall be met.

**9.4 Insurance Rating and Cancellation.** The insurance company providing the Mutual's insurance under Sections 9.1 and 9.2 shall have an A.M. Best rating of not less than A:VII if licensed to do business in the State of California and a rating of not less than A:X if approved but not licensed to do business in the State of California, provided that if the Board determines that insurance from insurance companies with the required ratings is not available at commercially reasonable rates, the Board may reduce the rating requirements after consultation with a qualified insurance consultant. If the A.M. Best ratings are no longer available, the insurance ratings shall be based on equivalent ratings issued by an independent insurance rating company used by financial institutions for insurance rating purposes.

**9.5 Board's Insurance Authority.** The Board has the authority on behalf of the Mutual and each of its Owners to participate with the Golden Rain Foundation of Walnut Creek or any successor or assign thereto (the "Foundation") and other Rossmoor mutuals in a group policy or policies procured and maintained by the Foundation as long as the group policy or policies provide equivalent or better coverage than the applicable requirements described in Sections 9.1 and 9.2 subject to the Board's right to deviate from the requirement as described herein.

The Board shall have the power and right to deviate from the insurance requirements contained in this Article IX in any manner that the Board, in its discretion, considers to be in the best interests of the Mutual, provided that the Board shall maintain the minimum insurance requirements set forth in Civil Code sections 1365.7 and 1365.9 or in any successor statute thereto and as required in Section 9.3. If the Board elects to materially reduce the coverage from the coverage required in this Article IX, the Board shall, as soon as reasonably practicable, notify the Members, in writing, of the reduction in coverage.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Mutual, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

Each Owner irrevocably appoints the Mutual, as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Mutual and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.

**9.6 Owners' Individual Insurance Requirements.** Each Owner shall procure and maintain property insurance against losses to personal property located within the Owner's Unit and personal liability coverage. The Mutual's insurance policies will not provide coverage for: (i) losses to the Owner's personal property; (ii) losses to any Alterations to the extent not covered under Section 9.2.1(ii); (iii) liability from accidents or occurrences within the Owner's Unit or portions of the Common Area set aside for the exclusive use or possession of the residents of the Unit (that is, Exclusive Use Common Area); or (iv) liability from accidents or occurrences within Rossmoor for which the Owner may be held responsible and which may not be covered under the Mutual's Commercial General Liability policy. Each Owner should seek the advice of a qualified insurance consultant regarding the Owner's property and liability insurance obligations under this Section 9.6 and other applicable coverage available to Owners of Units.

Nothing herein imposes any duty on the Mutual, its directors, officers or agents (including the Mutual's managing agent) to confirm or otherwise verify that the Owners are carrying the insurance required in this Section 9.6.

No Owner shall separately insure any property covered by the Mutual's property insurance policy described in Section 9.2 above unless the Owner's individual insurance policy permits the application of any overlapping coverage under Owner's policy as primary without a reduction in benefits from the coverage under the Mutual's policy. If any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Mutual, the Owner will be liable to the Mutual to the extent of the diminution. The Mutual may, subject to Mutual's compliance with the notice and hearing requirements set forth in the Governing Documents, levy a Special Individual Assessment against the Owner and the Owner's Unit to collect the amount of the diminution.

3. Unless otherwise expressly provided herein to the contrary, capitalized terms not defined in this First Amendment shall have the meanings ascribed to them in the Declaration, unless the context clearly requires otherwise.

4. In all other respects the provisions of the Declaration are deemed to remain in full force and effect except as herein modified.

IN WITNESS WHEREOF, the undersigned duly authorized officers of WALNUT CREEK MUTUAL NO. SIXTY FIVE hereby certify that this First Amendment has been approved, in accordance with Article XVIII, Section 18.1 of the Declaration, by Members representing at least fifty-one percent (51%) of all eligible Members of the Mutual.

WALNUT CREEK MUTUAL NO. SIXTY FIVE

Dated: 9/21, 2011

By: Mary J. Bell  
Mary J. Bell, President

Dated: 9/21, 2011

By: Charles Coburn  
Charles Coburn, Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

On 9/21/11 before me, Clarissa M. Hogan, Public Notary  
(Here insert name and title of the officer)

personally appeared Mary N. Bell

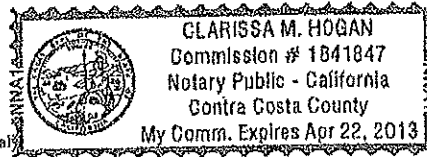
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Clarissa M. Hogan  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

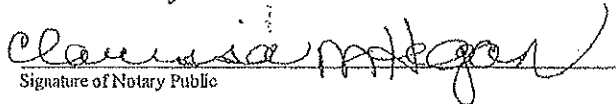
On 9/21/11 before me, Clarissa M. Hogan, Notary Public  
(Here insert name and title of the officer)

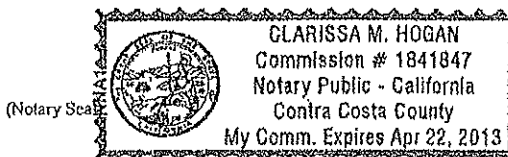
personally appeared Charles Coburn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>
_____ (Title or description of attached document)
_____ (Title or description of attached document continued)
Number of Pages _____ Document Date _____
_____ (Additional information)

<b>CAPACITY CLAIMED BY THE SIGNER</b>
<input type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer
_____ (Title)
<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Other _____

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**COPY**

RECORDED AT REQUEST OF  
**NORTH AMERICAN TITLE CO.**

DEC 12 1994

RECORDED AT THE REQUEST OF:

and

AT O'CLOCK M.  
CONTRA COSTA COUNTY RECORDS  
STEPHEN L. WEIR  
COUNTY RECORDER

FEE \$

AFTER RECORDING RETURN TO:

UDC Homes  
1717 Rossmoor Parkway  
Walnut Creek, CA 94595

**94 292898**

AGREEMENT ESTABLISHING  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WALNUT CREEK MUTUAL SIXTY-FIVE

AGREEMENT ESTABLISHING  
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, UDC Homes, Inc, a Delaware corporation, doing business in the State of California as UDC Homes, (hereinafter called UDC Homes) is the owner of the real property described in Exhibit A hereto; and

WHEREAS, Golden Rain Foundation of Walnut Creek, a California corporation (hereinafter called Foundation) and First Walnut Creek Mutual, Second Walnut Creek Mutual, Walnut Creek No. Eight, and Walnut Creek Mutual,  
Ops. 9, 18 thru 56, -58- and -59

(all of the foregoing being California corporations, hereinafter collectively called Mutuals) respectively own the parcels of real property developed or intended to be developed for residential, recreation and community purpose which are more particularly described in Exhibit B hereto; and

WHEREAS, the real property of Foundation and Mutuals described in Exhibit B is adjacent to or in the immediate vicinity of the real property of UDC Homes described in Exhibit A and the development and use of the real property described in Exhibit A is of concern to the Foundation and the Mutuals; and

WHEREAS, UDC Homes is desirous of obtaining for residents in the improvements to be constructed on the real property described in Exhibit A the privileges of membership in the Foundation and the use of community and recreational facilities of the Foundation; and

WHEREAS, Foundation and Mutuals are willing to afford the privilege of such memberships and use in consideration of the full and timely performance and observance of all of the following covenants, conditions and restrictions.

NOW, THEREFORE, UDC Homes, Foundation and Mutuals agree that the real property described in Exhibit A shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following restrictions, conditions, covenants, all of which run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property described in Exhibit A hereto or any part thereof, and all of which are for the benefit of the real property described in Exhibit B and each portion thereof and each present and future owner of any portion of the real property described in Exhibit B and the same shall enure to and pass with the real property described in Exhibit B and each portion thereof.

1. LAND USE. All of the real property subject hereto shall be developed and shall be used for private residential purposes exclusively and no structure other than residential dwellings, laundry buildings, carports and/or garages shall be erected, altered, placed, or maintained or permitted on any of the real property subject hereto, except the temporary uses and structures referred to in paragraph 9 hereof.

2. ARCHITECTURAL CONTROL.

A. No building, fence, well or other structure shall be constructed, placed or maintained upon the property subject hereto until the "plan" referred to in Section 1351 of the Civil Code (in the case of a condominium project) as well as the site plans and preliminary construction drawings (herein collectively referred to as "plans") are submitted to and are approved by the committee under subparagraph D with respect to compatibility, (as to quality of exterior design and construction, density, type and height of improvements, open areas and general pattern of development) with the development on the real property described in Exhibit B, which approval shall not be unreasonably withheld. All such buildings, fences, walls or other structures shall be developed and constructed in accordance with the plans so approved; or an amended approved plan, after its resubmittal to and approval by the committee established under paragraph D hereof.

B. Except for purposes of proper maintenance and repair and except as provided in said paragraph D hereof, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices or make any changes or otherwise alter whatsoever the exterior of any structure constructed on the property subject hereto. For the purpose of this provision, the term "exterior" shall mean any outside walls, outward surface, roofs, outside doors, or other outside structures of any residential dwelling units.

C. Except for the purposes of proper maintenance and repair and except as provided in subparagraph D hereof, no person, persons, entity or entities shall install, construct or building any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices or other structures of any kind on the property subject hereto except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices or other structures which are constructed concurrently with the

construction of residential dwellings, residential carports or residential garages on the property subject hereto.

D. Except for proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in paragraphs B and C above until: the complete plans and specifications showing the kind, nature, shape, height, materials, type of construction, scheme, and all information specified by the hereinafter named committee for any proposed alteration, modification, addition, deletion or other proposed form of change to the exterior of any residential dwelling unit, residential carport, or residential garage as set forth in subparagraph B hereof or changes to such property as set forth in subparagraph C hereof have been approved in writing as to conformity and harmony in external design with existing structures on the property subject hereto, and upon the property of Foundation and Mutuals, by unanimous decision of a committee of three members appointed as hereinafter provided or by a representative designated by all of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove the plan to which reference is made in subparagraph A, and such proposed alteration, modification, deletion, or other proposed form of change or location pending the appointment of a successor or successors to said committee. The execution and recordation of a certificate of identity of the persons constituting the said committee, which certificate shall refer to the book and page number designated by the County Recorder of Contra Costa County, California, for this declaration by Foundation shall be conclusive evidence of the membership of said committee in favor of any person relying thereon in good faith. In the event the committee or the designated representative appointed by the committee fails to approve or disapprove the plans to which reference is made in subparagraph A hereof, or such proposed alteration, modification, addition, deletion or other proposed form of change within thirty (30) days after submittal to the committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Such plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt request, postage prepaid, at P. O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans shall be deemed submitted to the committee upon the date of receipt by the committee of such plans. The committee shall have the right of changing its mailing address by recording an instrument of change of mailing address with the County Recorder of Contra Costa County, California, which instrument shall refer to the book and page number designated by the County Recorder for the declaration. Neither the members of such committee nor its designated

representative shall be entitled to any compensation for any services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall continue until January 1, 2008 after which date the powers and duties of the committee shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the property then covered hereby and by the Foundation has been recorded terminating the power of said committee.

Until ten (10) years have elapsed after the date of recording, the initial conveyance to an Owner of a Condominium subject to these restrictions, one member of said committee shall be appointed by UDC Homes, and one member shall be appointed by Golden Rain Foundation of Walnut Creek, and the third member shall be designated by the other two members. After the expiration of said ten (10) year period, all of the members of said committee shall be appointed by the Golden Rain Foundation of Walnut Creek. A representative as appointed by UDC Homes, shall serve as the member of said committee initially as designated by it and Foundation hereby appoints Gregory Rogers as the member initially designated by it. The third member shall be Nicholas Janiloff. UDC Homes, and Foundation may at any time remove and replace any members of the committee who they have designated and the third member may be removed and replaced at any time by the other two.

3. EASEMENTS. No structure, planting or other encroachment other than driveways and sidewalks shall be placed or permitted to remain which may damage or interfere with the easements for installation and maintenance of utilities or which may change or retard the flow of water through drainage or sewer channels within any easements shown on the recorded plat of any of the property subject hereto. The easement area of each lot or parcel and all improvements in it shall be maintained continuously by the owner of any lot or parcel on any of the real property subject hereto except for those improvements for which a public authority or utility company is responsible.

4. SIGNS. No signs of any character shall be erected, posted, pasted, or displayed upon or about any lot or building or improvement constructed on any lot of the real property subject hereto except for such signs as may be displayed in accordance with California Civil Code Section 712.

Notwithstanding the foregoing, it is understood that the provisions of paragraph 4 shall not prevent the construction and temporary maintenance on any part of the property subject hereto of an office or offices to be used solely by the duly authorized selling agent of residential

units constructed or to be constructed on said property; likewise, the owner and the duly authorized selling agent of any of the property subject hereto or of residential units constructed hereon shall be permitted to display signs advertising the sale of said property and residential dwelling units and directional and other signs related to the development and sale of the property subject hereto and to erect and use such construction fences, offices, yards and other proper structures as are required during the period of construction.

5. NUISANCES. No noxious or offensive trade or activity shall be carried on in any structure located on the property subject hereto or within the confines of such property nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to owners or occupants of the property subject hereto or to the Foundation, the Mutual, or users of and residents upon the real property of the Foundation and the Mutuals described in Exhibit B hereto.

6. LIVESTOCK - POULTRY AND PETS. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind regardless of number or quantity shall be and is hereby prohibited on the property subject hereto and in any structure thereon except that this shall not prohibit the keeping of dogs, cats or caged-type birds as domestic pets provided, however, that not exceeding a total of two (2) such domestic pets may be maintained in any dwelling unit at any one time.

7. TEMPORARY USE AND STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any of the property subject hereto at any time as a residence either temporarily or permanently.

8. OCCUPANCY. The property subject hereto shall be used, occupied and developed only for private residential purposes, and the temporary uses to which reference is made in paragraph 9.

A. No person shall reside in or occupy any residence or dwelling on the property subject hereto except

(1) Natural persons, at least one of whom in a residence or dwelling unit shall be at least 55 years of age and each other one in a residence or dwelling (with certain exceptions such as for a spouse) must be at least 45 years of age, in accordance with California Civil Code Section 51.3 as it presently exists or may hereafter be amended, for whom payment for membership fee and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the Bylaws, rules and

Regulations of the Foundation as they now exist or from time to time are adopted; and

(2) Members of the immediate family of the persons listed in subparagraph (1) above who may be permitted temporary occupancy by the Foundation under its Rules and Regulations as they now exist or are from time to time adopted.

B. In the event a residential unit is occupied by one not the owner thereof, both the owner and the occupant shall be personally liable, jointly and severally, for the dues, charges and assessments of the Foundation.

C. No more than two (2) persons may occupy a one (1) bedroom unit residence nor shall more than three (3) persons occupy a two (2) bedroom unit or residence without the approval of the Foundation.

9. NON-RESIDENTIAL USES. No professional, commercial, or industrial uses of any kind shall be conducted or permitted in or upon any of the property subject hereto except temporary uses related to or required in connection with the development and sale for residential purposes of the property subject hereto. In no event shall any temporary use be conducted or permitted for more than three (3) years, without the written consent of the Foundation.

10. VEHICLES. No vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored upon any property subject hereto except in areas, if any, which may be designated exclusively for the parking or storage of vehicles other than golf carts, passenger automobiles and station wagons. No vehicle shall be repaired or rebuilt on any of the property subject hereto.

11. MAINTENANCE-LIEN. All property subject hereto shall be landscaped, planted and maintained and the exteriors of all structures on the property subject hereto shall be repaired and maintained to the level and standard that is established from time to time by and for the property and structures of Foundation and Mutuals situated on the real property described in Exhibit B.

In the event the owner of any property covered hereby fails to landscape, plant, repair and maintain said property to such level and standard, Foundation, in addition to any other remedy, may perform or cause performance of such work as may be required to achieve and maintain the appropriate standard and level and the cost thereof shall be immediately due and payable in full from such owner to Foundation, and interest shall accrue on such sum at ten percent (10%) per annum until payment. Said sum with

interest shall be a charge and continuing lien on the land of such owner, and, in addition, shall be a personal obligation of such owner. Foundation shall be entitled to reasonable attorney's fees and its cost in establishing said lien and in enforcing such personal liability pursuant to arbitration, as hereinafter provided, and in enforcing any arbitration award, including the foreclosure thereof. The charge and lien for which provision is made in this paragraph 11 shall be subordinate to the lien of any mortgage or mortgages, but no foreclosure of any mortgage or mortgages shall relieve the property subject hereto or the owner thereof of any charge of lien thereafter arising.

Any disagreement or controversy between an Owner and Foundation with respect to the interpretation application of this Paragraph 11 or the obligations of such Owner thereunder shall be determined by arbitration. Arbitration may be requested by either Foundation or an Owner, and shall be conducted at Walnut Creek, California, under the jurisdiction of and pursuant to the rules of the American Arbitration Association. Foundation, at least thirty (30) days prior to any request by it for arbitration, shall notify in writing the owner or owners against whom it proposes to seek arbitration, stating the issues to be raised by it in such arbitration.

12. ADDITIONAL PROPERTIES. Additional properties may be annexed to the property described in Exhibit A hereto and thus become a part of the property covered hereby by written instrument executed by the owner or owners of such property and by the Foundation recorded in the Office of the County Recorder of Contra Costa County, California, and referring to the book and page at which this agreement is herein executed.

13. DURATION, AMENDMENTS AND ENFORCEMENT.

(A) Duration: All the covenants, conditions and restrictions set forth in this agreement shall continue and remain in full force and effect at all times against the property covered hereby (subject to amendment, modifications or termination as provided for in subparagraph B hereof) until January 1, 2008 after which date said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the property then covered hereby and by the Foundation has been recorded terminating the covenants, conditions and restrictions in whole or in part.

(B) Amendment, modification and termination: Notwithstanding the provisions of subparagraph A of this paragraph 13, Foundation and three fourths (3/4ths) of the record owners of fee simple title to all property covered

NOTARY ACKNOWLEDGMENT

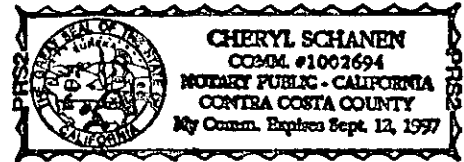
STATE OF CALIFORNIA )ss
COUNTY OF CONTRA COSTA }

On NOVEMBER 22, 1994, before me, CHERYL SCHANEN, a Notary Public in and for said State, personally appeared JON PAYNTER\*\*\*\*\*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Cheryl Schanen



(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

COVENANTS, CONDITIONS AND RESTRICTIONS

Title or Type of Document

NOVEMBER 21, 1994
Date of Document

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of CALIFORNIA

County of CONTRA COSTA

On November 21, 1994 before me, MARYANN PATTERSON, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GEOFFREY SMITH  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Maryann Patterson*  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

COVENANTS, CONDITIONS & RESTRICTIONS  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF THAT PARCEL OF LAND SHOWN WITHIN THE SUBDIVISION BOUNDARY OF SUBDIVISION 7878 AS SHOWN ON THE MAP OF SUBDIVISION 7878 RECORDED DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS.



ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN ON THE MAP OF SUBDIVISION 7674, RECORDED ON DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

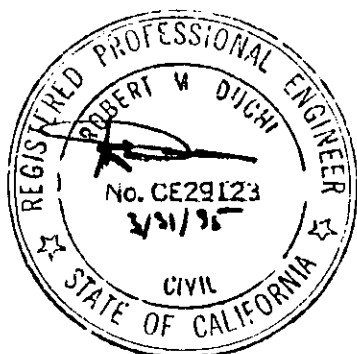


EXHIBIT "B"

LEGAL DESCRIPTION:

Real property in the City of Walnut Creek, County of Contra Costa, State of California, described as follows:

PARCEL ONE

Parcel One, as shown on that certain Record of Survey Map, filed February 12, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said County.

EXCEPTING THEREFROM: That portion described in the deed to Rossmoor Corporation, dated February 2, 1967, recorded February 17, 1967, in Book 5308 of Official Records of Contra Costa County, at Page 56.

PARCEL TWO

All those areas designated Golden Rain Road, Tice Creek Drive, Rockledge Lane, Oakmont Way, Crescent Circle and Oakmont Drive, all as shown on those certain Record of Survey Maps, filed February 13, 1964, in License Survey Map Book 25, at Pages 48, 49 and 50, in the office of the County Recorder of said County, and all that portion of Rossmoor parkway, as shown on the Record of Survey referred to above at Page 48, lying northwesterly of a line drawn North 64° 43' 45" East from the southern terminus of that certain curve concave to the south, having a radius of 24 feet and forming the intersection of Golden Rain Road and Rossmoor Parkway, as shown on said Record of Survey at Page 48.

PARCEL THREE

All those areas designated Tice Creek Drive, Crescent Circle, Running Springs Road, as shown on that certain Record of Survey Map, filed March 11, 1964, in License Survey Map Book 26, at Page 36, in the office of the County Recorder of said County, Tice Creek Drive, Leisure Land and Stanley Dollar Drive, as shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at Page 7, in the office of the County Recorder of said County.

PARCEL FOUR

All those areas designated Golden Rain Road, Pine Knoll Drive and Oakmont Drive, as shown on that certain Record of Survey Map, filed May 15, 1964, in License Survey Map Book 27, at Pages 43 and 44, in the office of the County Recorder of said County.

PARCEL FIVE

All that certain area designated Pine Knoll Drive, as shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said County.

PARCEL SIX

All that certain area designated Upper Golden Rain Road and Lower Golden Rain Road, as shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey map Book 30, at Page 18, in the office of the County Recorder of said County.

PARCEL SEVEN

All that certain area designated Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said County.

PARCEL EIGHT

All that certain area designated Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 41, in the office of the County Recorder of said County.

PARCEL NINE

All that certain area designated Singing Wood Court and Tice Creek Drive, as shown on that certain Record of Survey Map, filed December 17, 1965, in License Survey Map 38, at Page 50, in the office of the County Recorder of said County.

PARCEL TEN

Commencing at the intersection of the center line of Tice Creek Drive, with the centerline of Stanley Dollar Drive, as shown on the Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at Page 7, in the office of the County Recorder of said County; run thence North  $63^{\circ} 51' 17''$  East, 174.171 feet; thence tangent to the last mentioned course, northeasterly on a curve to the right with a radius of 500 feet, through a central angle of  $21^{\circ} 16' 51''$ , a distance of 185.71 feet; thence tangent to the last named curve, North  $85^{\circ} 08' 08''$  East, 150 feet; thence tangent to the last mentioned course, northeasterly on a curve to the left with a radius of 500 feet, through a central angle of  $10^{\circ} 40' 05''$ , a distance of 93.096 feet; thence tangent to the last named curve, North  $74^{\circ} 28' 03''$  East, 192.223 feet; thence tangent to the last named course, northeasterly on a curve to the

left with a radius of 500 feet, through a central angle of 23° 28' 03", a distance of 204.793 feet; thence tangent to the last mentioned curve, North 51° East, 30.931 feet; thence South 39° East, 28 feet to the actual point of beginning of the parcel of land to be described; running thence South 51° West, 30.391 feet; thence tangent to the last named course, southwesterly on a curve to the right with a radius of 528 feet, through a central angle of 4° 33', a distance of 39.096 feet; thence South 31° 20' 15" East, 221.511 feet; thence South 76° 10' 03" West, 186.18 feet; thence South 37° 33' 04" West, 49.27 feet; thence South 0° 32' 55" East, 281.92 feet; thence South 25° 42' 08" East, 300.06 feet; thence North 85° 23' 01" East, 111.48 feet; thence South 0° 57' 22" East, 66.44 feet; thence North 87° 04' 38" East, 173.90 feet; thence North 0° 44' 48" East, 72.517 feet; thence North 21° 50' East, 110 feet; thence North 9° 15' West, 278 feet; thence North 36° 30' West, 127 feet; thence North 7° 30' West, 97 feet; thence North 38° West, 90 feet; thence North 55° 30' West, 34 feet; thence North 21° 30' West, 137 feet to a line drawn South 39° 52' 23" East from the actual point of beginning; and thence North 39° 52' 23" West, 67.304 feet to the actual point of beginning.

#### PARCEL ELEVEN

All that certain area designated Canyonwood Court and Tice Creek Drive, as shown on that certain Record of Survey Map, filed March 9, 1966, in License Survey Map Book 40, at Page 34, in the office of the County Recorder of said County.

#### PARCEL TWELVE

All those certain areas designated as Ptarmigan Drive and Tice Creek Drive, as shown on that certain Record of Survey Map, filed April 27, 1967, in License Survey Map Book 42, at Page 5, in the office of the County Recorder of said County.

EXCEPTING THEREFROM: Any portion of Canyonwood Court, Tice Creek Drive and Ptarmigan Drive adjoining the boundary lines of said Record of Survey Map (42 LSM 5)..

#### PARCEL THIRTEEN

Beginning at the intersection of the west line of Pine Knoll Drive, with the north line of Parcel Twenty-eight, as said Drive and Parcel are shown on the certain Record of Survey Map, filed June 18, 1965, in License Survey Map Book 55, at Page 22, in the office of the County Recorder of said County; running thence along said north line, North 71° 30' West, 684 feet to the general east line of said Parcel Twenty-eight; thence along the last named line and along the general east line of Parcel Twenty-seven, as said Parcel is shown on that certain Record of

Survey Map, filed June 18, 1965, in License Survey Map Book 35, at Page 23, in the office of the County Recorder of said County, North  $6^{\circ} 57' 10''$  West, 711.14 feet to an angle point in last said east line; thence continuing along the last named line, North  $46^{\circ}$  East, 214 feet to the southwest line of Golden Rain Road, as said Road is shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 41, in the office of the County Recorder of said County; thence along the last named line, from a tangent that bears South  $46^{\circ}$  East, on a curve to the left with a radius of 376 feet, through a central angle of  $9^{\circ} 19' 22''$ , a distance of 61.18 feet; thence tangent to the last named curve, South  $53^{\circ} 19' 22''$  East, 211.61 feet; thence tangent to the last named course, southeasterly on a curve to the right with a radius of 574 feet, through a central angle of  $13^{\circ} 44' 22''$ , a distance of 137.64 feet; thence tangent to the last named curve, South  $39^{\circ} 35'$  East, 302.71 feet; thence tangent to the last named course, southeasterly on a curve to the left with a radius of 526 feet through a central angle of  $9^{\circ} 45'$ , a distance of 69.51 feet; thence tangent to the last named course, South  $49^{\circ} 20'$  East, 216.95 feet to the northwest terminus of a curve with a radius of 19 feet, a central angle of  $90^{\circ}$  and a length of 29.85 feet connecting said southwest line of Golden Rain Road, with said northwest line of Pine Knoll Drive, as said curve is shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey Map Book at Page 18, in the office of the County Recorder of said County; thence along said curve, tangent to the last named course, southeasterly, southerly and southwesterly on a curve to the right with a radius of 19 feet, through a central angle of  $90^{\circ}$ , a distance of 29.85 feet to the northwest line of Pine Knoll Drive, as said Drive is shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said County; thence along the last named curve southwesterly on a reverse curve to the left with a radius of 526 feet, through a central angle of  $22^{\circ} 10'$ , a distance of 208.50 feet; thence tangent to the last named curve, South  $18^{\circ} 30'$  West, 178.30 feet to the point of beginning.

#### PARCEL FOURTEEN

All that certain area designated Tice Creek Drive, as shown on that certain Record of Survey Map, filed February 3, 1967, in License Survey Map Book 46, at Page 37, in the office of the County Recorder of said County.

#### PARCEL FIFTEEN

All that portion of Tice Creek Drive, as shown on that certain Revised Parcel map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, lying northwest of the extension South  $64^{\circ} 03' 47''$  West of the southwest line of Parcel Thirty-six, as shown on said map.

#### PARCEL SIXTEEN

That portion of Tice Creek Drive, as shown on that certain Revised Parcel Map, filed June 27, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, lying southerly of the westerly prolongation of that northerly line of Parcel Thirty-seven, as shown on said map as having a bearing of North  $64^{\circ} 03' 47''$  East.

#### PARCEL SEVENTEEN

That portion of Section 10, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the southwest line of Parcel Thirty-seven, with the southeast line of Parcel Thirty-eight, as said Parcels are shown on that certain Revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records; running thence along said southeast line, South  $28 \frac{1}{4}^{\circ} 29'$  West, 52 feet; thence from a tangent which bears South  $61^{\circ} 31'$  East, on the arc of a curve to the left having a radius of 626 feet, through a central angle of  $5^{\circ} 22'$ , a distance of 58.63 feet; thence North  $23^{\circ} 07'$  East, 52 feet to said southwest line of Parcel Thirty-seven; and thence along the last named line, from a tangent which bears North  $66^{\circ} 53'$  West, on the arc of a curve to the right having a radius of 574 feet, concentric with the aforementioned curve having a radius of 626 feet, through a central angle of  $5^{\circ} 22'$ , a distance of 53.76 feet to the point of beginning.

#### PARCEL EIGHTEEN

All that certain area designated as Skycrest Drive, as shown on that certain Parcel Map, filed October 28, 1968, in Book 8 of Parcel Maps, at Page 12, Contra Costa County Records.

#### PARCEL NINETEEN

Parcels Three, Four and Five, as said Parcels are shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 49, in the office of the County Recorder of said County.

PARCEL TWENTY

Parcels Six, Seven and Eight, as said Parcels are shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 50, in the office of the County Recorder of said County.

PARCEL TWENTY-ONE

Parcels Nine, Ten and Eleven, as said Parcels are shown on that certain Record of Survey Map, filed March 11, 1964, in License Survey Map Book 26, at Page 36, in the office of the County Recorder of said County.

PARCEL TWENTY-TWO

Parcels Twelve, Thirteen and Fourteen, as said Parcels are shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at Page 7, in the office of the County Recorder of said County.

PARCEL TWENTY-THREE

Parcels Sixteen, Seventeen and Eighteen, as said Parcels are shown on that certain Record of Survey Map, filed May 15, 1964, in License Survey Map Book 27, at Page 43, in the office of the County Recorder of said County.

PARCEL TWENTY-FOUR

Parcel Nineteen, as said Parcel is shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said County.

PARCEL TWENTY-FIVE

Parcels Twenty-one, Twenty-two and Twenty-three, as said Parcels are shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey Map Book 30, at Page 18, in the office of the County Recorder of said County.

PARCEL TWENTY-SIX

Parcel Twenty-five, as said Parcel is shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said County.

PARCEL TWENTY-SEVEN

Parcel Twenty-four, as said Parcel is shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said County.

PARCEL TWENTY-EIGHT

Parcel Thirty-nine, as said Parcel is shown on that certain Parcel Map, filed October 28, 1968, in Book 6 of Parcel Maps, at Page 12, Contra Costa County Records.

PARCEL TWENTY-NINE

Parcels Twenty-nine and Thirty, as said Parcels are shown on that certain Record of Survey Map, filed December 17, 1965, in License Survey Map Book 38, at Page 50, in the office of the County Recorder of said County.

PARCEL THIRTY

Parcel Fifteen, as said Parcel is shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at Page 7, in the office of the County Recorder of said County.

PARCEL THIRTY-ONE

Parcel Thirty-one, as said Parcel is shown on that certain Record of Survey Map, filed March 9, 1966, in License Survey Map Book 40, at Page 34, in the office of the County Recorder of said County.

PARCEL THIRTY-TWO

Parcel Thirty-two, as said Parcel is shown on that certain Record of Survey Map, filed April 27, 1966, in License Survey Map Book 42, at Page 5, in the office of the County Recorder of said County.

PARCEL THIRTY-THREE

Portion of Parcel Two, as said Parcel is shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the eastern line of Tice Creek Drive, as said Drive is shown on said map, with the southern line of said Parcel Two; running thence along said eastern line, from a tangent that bears North 31° 36' 29" West, on a curve to the right with a radius of 1574 feet, through a central angle of 5° 50' 10", a distance of 160.33 feet; thence leaving the last named line, North 69° 57' 46" East, 139.93 feet; thence North 20° 02' 14" West, 88.98 feet; thence North 69° 57' 46" East, 157.00 feet to the eastern line of said Parcel Two; thence along the last named line, South 24° 49' 28" East, 188.93 feet to said southern line of said Parcel Two; thence along the last named line, South 58° 23' 31" West, 294.58 feet to the point of beginning.

#### PARCEL THIRTY-FOUR

Parcels Thirty-three and Thirty-four, as said Parcels are shown on that certain Record of Survey Map, filed February 3, 1967, in License Survey Map Book 46, at Page 37, in the office of the County Recorder of said County.

#### PARCEL THIRTY-FIVE

Portion of Parcel Two, as said Parcel is shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the eastern line of Tice Creek Drive, as said Drive is shown on said map, with the southern line of said Parcel Two; run thence along said eastern line, from a tangent that bears North 31° 36' 29" West, on a curve to the right with a radius of 1574 feet, through a central angle of 5° 50' 10", a distance of 160.33 feet to the actual point of beginning of the parcel of land to be described; running thence North 69° 57' 46" East, a distance of 139.93 feet; thence North 20° 02' 14" West, 88.98 feet; thence South 69° 57' 46" West, 41.94 feet; thence North 20° 02' 14" West, 90.98 feet; thence South 70° 50' 52" West, 105.70 feet to said eastern line of Tice Creek Drive; thence along the last named line, southeasterly on a curve to the left with a radius of 1574 feet, through a central angle of 6° 37' 11", a distance of 181.85 feet to the actual point of beginning.

#### PARCEL THIRTY-SIX

Parcels Thirty-five and Thirty-six, as said Parcels are shown on that certain Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records.

PARCEL THIRTY-SEVEN

Parcels Thirty-seven and Thirty-eight, as said Parcels are shown on that certain Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records.

PARCEL THIRTY-EIGHT

Skycrest Drive, as shown on the map of "Subdivision 3916, City of Walnut Creek, Contra Costa County, California", filed July 15, 1969, in Book 127 of Maps, Pages 8 and 9, in the office of the County Recorder of Contra Costa County.

PARCEL THIRTY-NINE

All that certain property described in the deed from Terra California, a California corporation, to Golden Rain Foundation of Walnut Creek, a California corporation, dated September 28, 1973, recorded November 20, 1973, in Book 7095 of Official Records of Contra Costa County, Page 251, Instrument No. 110264. (Said property being the front 9 and the back 9 of the existing golf course, the maintenance building, Stanley Dollar Jr. Club House and various access easements).

EXCEPTING THEREFROM: Parcel One, Two and Three, as described in the deed from Golden Rain Foundation of Walnut Creek, a California corporation to Terra California, a California corporation, dated September 10, 1974, recorded September 19, 1974, in Book 7326 of Official Records of Contra Costa County, Page 165, Instrument No. 83592. (Said Parcels One, Two and Three are small portions of land adjacent to the back 9 of the golf course and Rossmoor Parkway extended).

PARCEL FORTY

All that certain property described as Parcel "A" and Parcel "B" in the deed from Terra California, a California corporation, to Golden Rain Foundation of Walnut Creek, a California corporation, dated May 2, 1974, recorded July 8, 1974, in Book 7268 of Official Records of Contra Costa County, Page 101, Instrument No. 59345. (New stable and parking area).

PARCEL FORTY-ONE

All that certain property described in the deed from Terra California, a California corporation, to Golden Rain Foundation of Walnut Creek, a California corporation, dated July 18, 1974, recorded August 27, 1974, in Book 7308 of Official Records of Contra Costa County, Page 319, Instrument No. 76333. (Said property is a triangle parcel of land located at the corner of Stanley Dollar Drive and Rossmoor Parkway, adjacent to the back 9 of the golf course).

PARCEL FORTY-TWO

All that certain property described as Parcels Four and Five in the deed from Terra California, a California corporation, to Golden Rain Foundation of Walnut Creek, a California corporation, dated September 9, 1974, recorded September 19, 1974, in Book 7326 of Official Records of Contra Costa County, Page 168, Instrument No. 83593. (Parcels Four and Five are small portions of land adjacent to the back 9 of the golf course along Rossmoor Parkway to be extended).

EXHIBIT A

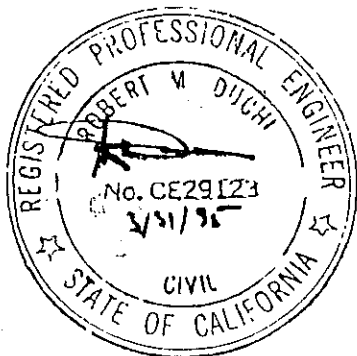
ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF THAT PARCEL OF LAND SHOWN WITHIN THE SUBDIVISION BOUNDARY OF SUBDIVISION 7878 AS SHOWN ON THE MAP OF SUBDIVISION 7878 RECORDED DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS.



ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN ON THE MAP OF SUBDIVISION 7674, RECORDED ON DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.



## LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Walnut Creek, described as follows:

## PARCEL ONE

All that certain parcel of land described as Parcel One in the deed of Trust executed by Terra California, a California corporation, recorded May 23, 1974, in Book 7233, Page 490 Official Records.

EXCEPTING FROM PARCEL ONE the following:

All of Lots 1 and 2, as shown on the map of "Subdivision 4626, City of Walnut Creek, Contra Costa County, State of California", filed May 28, 1974, in Book 169 of Maps, Pages 20-22, in the office of the County Recorder of Contra Costa County. (Mutual No. 39)

All of Lot 1, as shown on the map of "Subdivision 4639, City of Walnut Creek, Contra Costa County, State of California", filed August 27, 1974, in Book 172 of Maps, Pages 43-46, in the office of the County Recorder of Contra Costa County. (Mutual No. 40)

All of that parcel as shown on the map of "Subdivision 4706, City of Walnut Creek, Contra Costa County, State of California", filed June 25, 1975 in Book 179 of Maps; Pages 6-8, in the office of the County Recorder of Contra Costa County. (Mutual No. 41)

All of Lot 1, as shown on the map of "Subdivision 4817, City of Walnut Creek, Contra Costa County, State of California", filed April 21, 1976, in Book 183 of Maps, Pages 38-40, in the office of the County Recorder of Contra Costa County. (Mutual No. 44)

All of Lots 1, 2, 3 and 4, as shown on the map of "Subdivision 4850, City of Walnut Creek, Contra Costa County, State of California", filed October 13, 1976, in Book 190 of Maps, Pages 34-37, in the office of the County Recorder of Contra Costa County. (Mutual No. 45)

All of Lot 1, as shown on the map of "Subdivision 4928, City of Walnut Creek, Contra Costa County, State of California", filed March 28, 1977, in Book 195 of Maps, Pages 7-9, in the office of the County Recorder of Contra Costa County. (Mutual No. 46)

All of Lot 1, and Saklan Indian Drive, as shown on the map of "Subdivision 4985, City of Walnut Creek, Contra Costa County, State of California", filed May 5, 1977, in Book 196 of Maps, Pages 15-17, in the office of the County Recorder of Contra Costa County. (Mutual No. 43)

All of Lots 1, 2, 3 and 4 and Terra Granada Drive as shown on the map of "Subdivision 5001, City of Walnut Creek, Contra Costa County, State of California", filed August 23, 1977, in Book 201 of Maps, Pages 26-29, in the office of the County Recorder of Contra Costa County. (Mutual No. 47)

All of Lot 1, as shown on the map of "Subdivision 4728, City of Walnut Creek, Contra Costa County, State of California", filed January 22, 1978, in Book 181 of Maps, Pages 42-44, in the office of the County Recorder of Contra Costa County. (Mutual No. 42)

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California Corporation, as Trustee, recorded July 8, 1974 in Book 7258, Page 101, Official Records.

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as Trustee, recorded August 27, 1974, in Book 7308, Page 319, Official Records.

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as trustee, recorded September 19, 1974, in Book 7326, Page 168, Official Records.

PARCEL ONE (CONTINUED)

All of Lots One, Two, Three and four as shown upon the map entitled "Subdivision 5218 (Mutual No. 48)", filed December 26, 1978, in Book 220 of Maps, Pages 9, 10 11, and 12, Contra Costa County Records.

All of Lots 1 and 2 as shown upon the map entitled "Subdivision 5219 (Mutual 49)," filed December 26, 1978, in Book 220 of Maps, Pages 13, 14, and 15, Contra Costa County Records.

All of Parcel A, as shown upon the map entitled "Parcel Map MS. W.C. 410-80 Mutual 52", filed July 24, 1980, in Book 88.P.M., Pages 1 & 2, Contra Costa County Records.

Lot 1, as shown upon the map of Subdivision 5240, Mutual 51, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records.

Lot 2, as shown upon the map of Subdivision 5240, Mutual 51, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records

Lots 1 & 2 , as shown upon the map of Subdivision 6701, Mutual 53, filed January 21 , 1987, in Map Book 310 , Page 41 , Contra Costa County Records.

Lots 1, 2 & 3 as shown on the map of Subdivision 6873, Mutual 50, filed September 8, 1987, in Map Book 316, Page 24, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7159, filed December 12, 1988, in Map Book 328, Page 17, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7176, filed April 7, 1989, in Map Book 332, Page 21, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7444, filed February 23, 1990, in Map Book 342, Page 23, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7403, filed June 22, 1990, in Map Book 348, Page 38, Contra Costa County Records.

PARCEL TWO

That parcel of land described in the deed from Acalanes Union High School District of Contra Costa County to Rossmoor Corporation, a California corporation, dated February 7, 1964, recorded February 21, 1964 in Book 4558, Page 579, Official Records, Instrument No. 16389, described as follows:

Portion of Rancho San Ramon, described as follows:

Commencing at the most Eastern corner of the parcel of land described in the Final Order of Condemnation had in the local Superior Court, Case No. 69670, a certified copy of which was recorded October 7, 1957 in Book 3055 of Official Records, page 497; thence from said point of commencement along the exterior lines of said parcel, 3055 OR 497, South 32° 00' 40" West 333.16 feet and South 57° 59' 20" East 110 feet to the true point of beginning; thence from said true point of beginning continuing along said exterior lines South 57° 59' 20" East 108.80 feet and Southwesterly along the arc of a nontangent curve to the right having a radius of 450 feet an arc distance of 184.49 feet to a point which bears South 32° 00' 40" West from the true point of beginning; thence North 32° 00' 40" East, 147.39 feet to the true point of beginning. (Small Triangle Adj. to High School property near Union Oil Station).

PARCEL THREE

The 28 foot easement for ingress and egress reserved by Terra California in Grant deed dated July 1, 1969 and recorded July 17, 1969 in Book 5922 of Official Records, Page 323, Instrument No. 50859, Contra Costa County. (Easement thru Mutual No. 8)

PARCEL FOUR

That parcel of land described in the deed to Terra California, recorded December 10, 1970, in Book 6272, Page 326, Official Records.

EXCEPTING THEREFROM: That portion described in the deed to Golden Rain Foundation of Walnut Creek, as Trustee, recorded July 8, 1974, in Book 7268, Page 101, Official Records.

PARCEL FIVE

The rights of way and rights as reserved in the deed from Terra California, a corporation, recorded June 20, 1974, in Book 7254, Page 68, Official Records. (See encumbrance No. 53 herein)

PARCEL SIX

A right of way for soil embankment and subdrainage purposes as reserved in the deed from Terra California, recorded July 8, 1974, in Book 7268, Page 101, Official Records. (See property exception No. 82 herein)

PARCEL SEVEN

That portion of Rossmoor Parkway, as described in the deed recorded August 27, 1974, in Book 7308, Page 313, Official Records.

PARCEL EIGHT

All that parcel of land described in the deed recorded September 19, 1974, in Book 7326, Page 165, Official Records.

PARCEL NINE

An easement to be used in common with others, for ingress and egress, public utilities, and for all purposes incidental thereto, including but not limited to, the construction, installation, replacement, repair, maintenance, operation and use of all necessary or desirable roadways, sidewalks and conduits over all those areas designated Golden Rain Road, Tice Creek Drive, Rockledge Land, Oakmont Way, Crescent Circle, and Oakmont Drive, all as shown on those certain Record of Survey Maps, filed February 13, 1964, in License Survey Map Book 25, at Pages 48, 49 and 50, in the office of the County Recorder of said county, and Tice Creek Drive, Crescent Circle, Running Springs Road, as shown on that certain Record of Survey Map, filed March 11, 1964, in License Survey Map, Book 26, at page 36, in the office of the County Recorder of said County, Tice Creek Drive, Leisure Lane and Stanley Dollar Drive, as shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at page 7, in the office of the County Recorder of said county, Golden Rain Road, Pine Knoll Drive and Oakmond Drive, as shown on that certain record of Survey Map, filed May 15, 1964, in License Survey Map Book 27, at Page 43 and 44, in the office of the County Recorder of said county, Pine Knoll Drive as shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said county, upper Golden Rain Road and lower Golden Rain Road, as shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey Map Book 30, at Page 18, in the Office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 41, in the office of the County Recorder of said county, Tice Creek Drive and singing Wood Court, as shown on that certain Record of Survey Map, filed December 17, 1965, in License Survey Map Book 38, at Page 58, in the Office of the County Recorder of said County, Canyonwood Court and Tice Creek Drive, as shown on that certain Record of Survey Map, filed March 9, 1966, in License Survey Map Book 40, at Page 34, in the office of the County Recorder of said County, Ptarmingan Drive and Tice Creek Drive as shown on that certain Record of Survey Map, filed April 27, 1966, in License Survey Map Book 42, at Page 5, in the Office of the County Recorder of said County, Tice Creek Drive, as shown on that certain Record of Survey Map, filed February 3, 1947, in License Survey Map Book 46, at page 37, in the office of the County Recorder of said county, all that Portion of Rossmoor Parkway, as shown on the Record of Survey referred to above at Page 48, lying northwesterly of a line drawn North  $63^{\circ}43'45''$  East from the southern terminus of that certain curve concave to the South, having a radius of 24 feet, and forming the intersection of Golden Rain Road and Rossmoor Parkway, as shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said county, all that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at page 13, Contra Costa County Records, lying northwesterly of the extension South  $64^{\circ}03'47''$  West of the southwestern line of Parcel 36, as shown on said Map, that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, lying southerly of the westerly prolongation of that northerly line of Parcel 37, as shown on said Map as having a bearing of North  $64^{\circ}03'47''$  East, that portion of Section ten, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

PARCEL NINE (CONTINUED)

Beginning at the intersection of the southwestern line of Parcel 37, with the southeastern line of Parcel 38, as said Parcels are shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, running thence along said southeastern line, south 28°29' west 52 feet; thence from a tangent which bears south 61°31' east, on the arc of a curve to the left, having a radius of 626 feet; through a central angle of 5°22', a distance of 58.63 feet; thence North 23°07' east 52 feet to said southwestern line of Parcel 37; and thence along the last named line,

from a tangent which bears North 66°53' West, on the arc of a curve to the right having a radius of 574 feet, concentric with the aforementioned curve having a radius of 626 feet, through a central angle of 5°22', a distance of 53.76 feet to the point of beginning, all that certain area designated as Skycrest Drive, as shown on that certain Parcel Map, filed October 28, 1968, in Book 6 of Parcel Maps, at Page 12, Contra Costa County Records, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3916, City of Walnut Creek, Contra Costa County, California", filed July 15, 1969, in Book 127 of Maps, Pages 8 and 9, in the office of the County Recorder of Contra Costa County, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3962, City of Walnut Creek, Contra Costa County, California", filed September 24, 1969, in Book 128 of Maps, Pages 15 and 16, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Tice Creek Drive and Stony Hill Way now Avenida Sevilla as said Drive and Way are shown on that certain Map of "Subdivision 3960, City of Walnut Creek, Contra Costa County, California", filed November 18, 1969, in Book 129 of Maps, Pages 15 and 16 in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4008", filed July 1, 1970, in Book 131 of Maps, Pages 35, 36 and 37, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4128", filed May 5, 1971, in Book 136 of Maps, Pages 47, 48 and 49, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4213", filed November 3, 1971, in Book 141 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4297", filed July 6, 1972, in Book 148 of Maps, Pages 7, 8 and 9, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Terra Granada Drive, as shown on that certain Map of "Subdivision 4431", filed March 22, 1973, in Book 166 of Maps, Pages 9, 10 and 11 in the office of the County Recorder of Contra Costa County, and all that certain area designated Rossmoor Parkway, Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4436 (Mutual 36)", filed July 19, 1973, in Book 160 of Maps, Pages 23, 24 and 25, in the office of the County Recorder of Contra Costa County and all that certain area designated Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4511 (Mutual 37)" filed September 21, 1973, in Book 163 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County, and Terra California Drive, as shown on that certain Map of "Subdivision 4553 (Mutual No. 38)" filed January 25, 1974 in Book 166 of Maps, Pages 30, 31 and 32, in the office of the County Recorder of Contra Costa County, and all those certain areas designated as Terra California Drive and Commonwealth Drive, as shown on that certain map of "Subdivision 4626 (Mutual No. 39)" filed May 22, 1969, in Book 169 of Maps, Pages 20, 21 and 22 in the office of the County Recorder of Contra Costa County, all those certain areas designated as Commonwealth Drive, Terra California Drive and Rossmoor Parkway, as shown on that certain map of "Subdivision 4639 (Mutual No. 40)" filed August 27, 1974, in Book 172 of Maps, Pages 43, 44, 45 and 46 in the office of the County Recorder of Contra Costa County, all those certain areas designated as (existing) Sakland Indian Drive and (existing) Terra California Drive,

PARCEL NINE (CONTINUED)

as shown on that certain map of "Subdivision 4706 (Mutual No. 41)" filed June 25, 1975, in Book 179 of Maps, Pages 6, 7 and 8 in the office of the Recorder of Contra Costa County, all that certain area designated as Terra California Drive, as shown on that certain map of "Subdivision 4728 (Mutual No. 42)" filed January 22, 1976, in Book 181 of Maps, Pages 42, 43 and 44 in the office of the County Recorder of Contra Costa County, all that certain area designated as Saklan Indian Drive, as shown on that certain map of "Subdivision 4985 (Mutual No. 43)" filed May 5, 1977, in Book 196 of Maps, Pages 15, 16 and 17 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on the map of "Subdivision 4817 (Mutual No. 44)" filed April 21, 1976, in Book 183 of Maps, Pages 38, 39 and 40 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on that certain map of "Subdivision 4850 (Mutual No. 45)" filed October 13, 1976, in Book 190 of Maps, Pages 34, 35, 36 and 37 in the office of the County Recorder of Contra Costa County, all that certain area designated as Avenue Sevilla, as shown on that certain map of "Subdivision 4928 (Mutual No. 46)" filed March 28, 1977, in Book 195 of Maps, Pages 7, 8 and 9 in the office of the County Recorder of Contra Costa County, all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 5001 (Mutual 47)" filed August 23, 1977, in Book 201 of Maps, Pages 26, 27, 28 and 29 in the office of the County Recorder of Contra Costa County and all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 4414 (Mutual No. 33)" filed May 24, 1973, in Book 157 of Maps, Pages 39, 40 and 41 in the office of the County Recorder of Contra Costa County.

EXCEPTING FROM PARCELS ONE THROUGH NINE:

The mineral rights as reserved in the Quitclaim deed from Rossmoor Corporation recorded May 17, 1968, in Book 5626, Page 879, Official Records, to wit: "All easements and rights of way and all other rights and interests previously reserved by Grantor (excepting all minerals, oil, gas, petroleum, naphtha and other hydrocarbon substances lying in or under or that may be produced from said land below a depth of 500 feet (Measured vertically) below the present surface of said land, together with all necessary and convenient rights to explore for, develop, produce, extract and take the same, including the exclusive right to directionally drill into and through said land from other lands and into the subsurface of other lands, all subject to however, to the conditions and limitations that, in that enjoyment of the interest hereby reserved, the Grantor, its successors and assigns may not enter upon the surface of said land, nor upon the subsurface thereof above a depth of 500 feet (measured vertically) below the present surface of said land, all as previously reserved by Grantor)".

PARCEL TEN

All that certain parcel of land described in the deed to Terra California, a California corporation, recorded June 25, 1975 in Book 7548, Page 148, Official Records.

# CONDOMINIUM PLAN MUTUAL 65

SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

**dk ASSOCIATES, INC.**

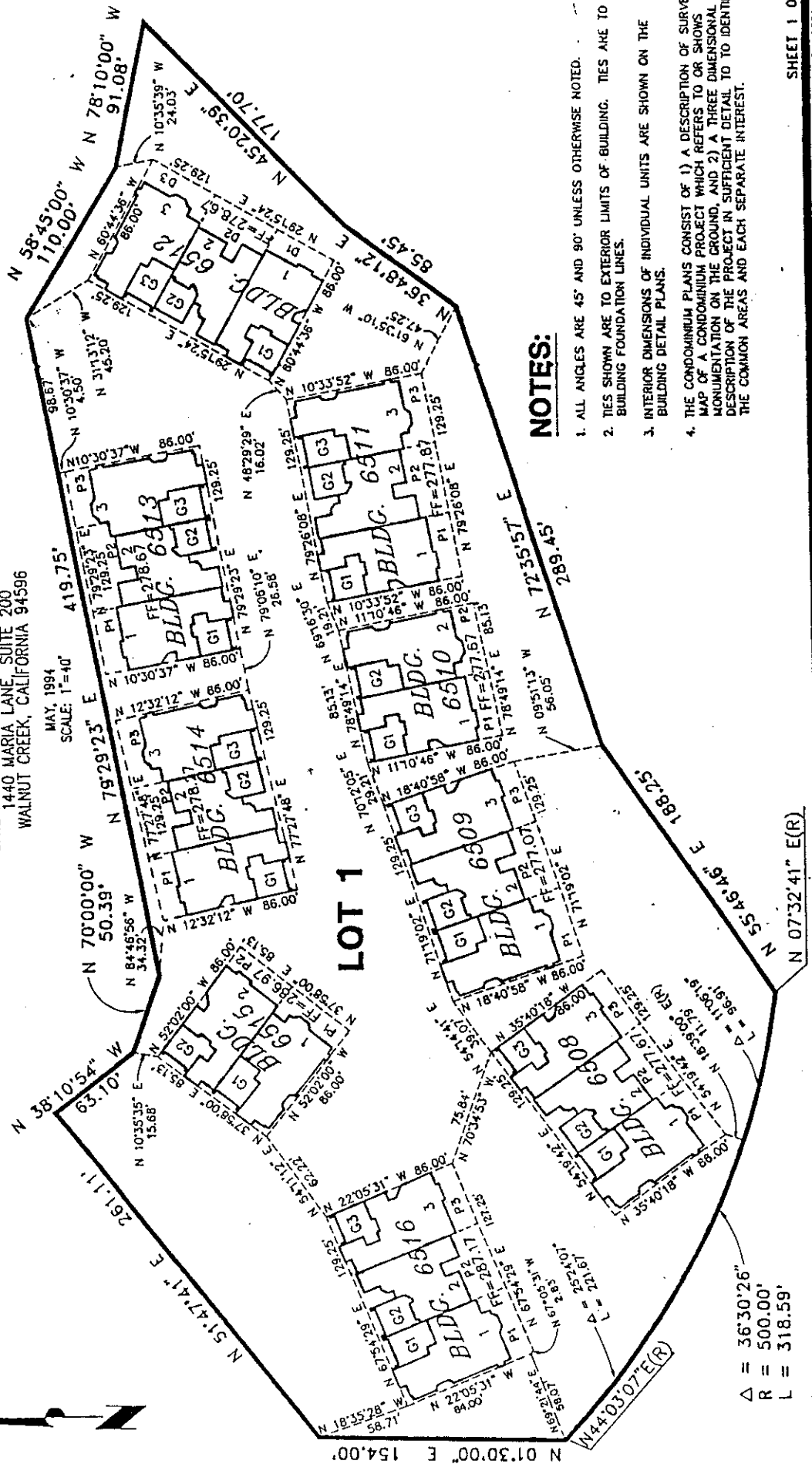
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

MAY, 1994

SCALE: 1"=40'

## LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
- -	BUILDING ENVELOPE
1	UNIT NUMBER
6510	BUILDING NUMBER
(T)	TOTAL
(R)	RADIAL
P	PATIO
D	DECK



## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

Δ = 36'30"26"  
R = 500.00'  
L = 318.59'

# CONDOMINIUM PLAN

## MUTUAL 65

### SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

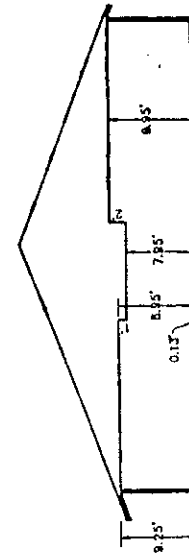
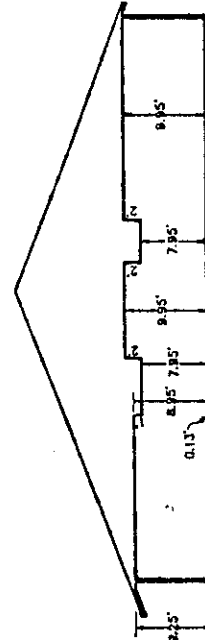
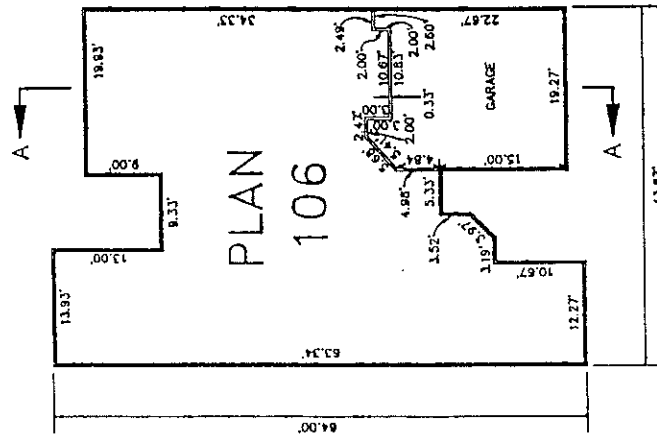
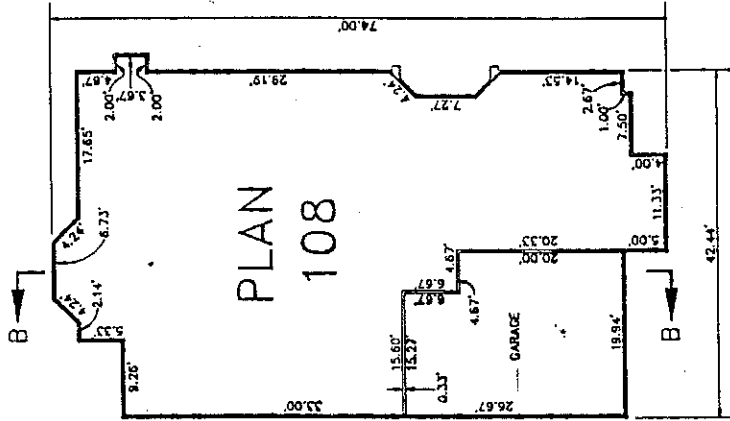
MAY, 1994  
 SCALE: 1"=10'

### LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
--	BUILDING ENVELOPE
1	UNIT NUMBER
6508	BUILDING NUMBER
(T)	TOTAL

### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MOUNTAIN ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.





# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

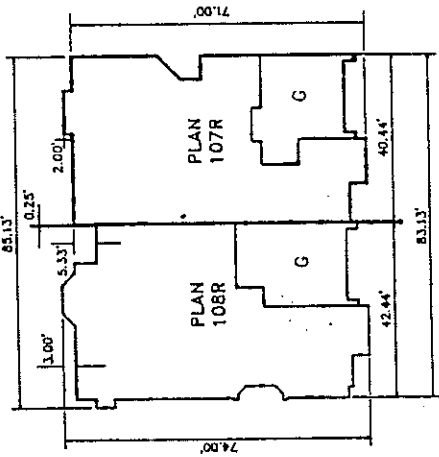
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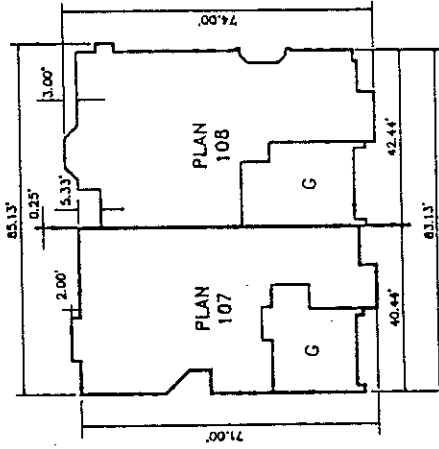
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
- -	BUILDING ENVELOPE
1	UNIT NUMBER
6508	BUILDING NUMBER
(1)	TOTAL

## NOTES:

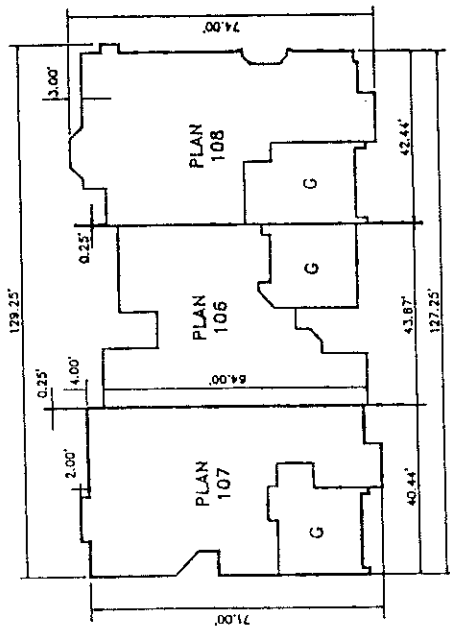
1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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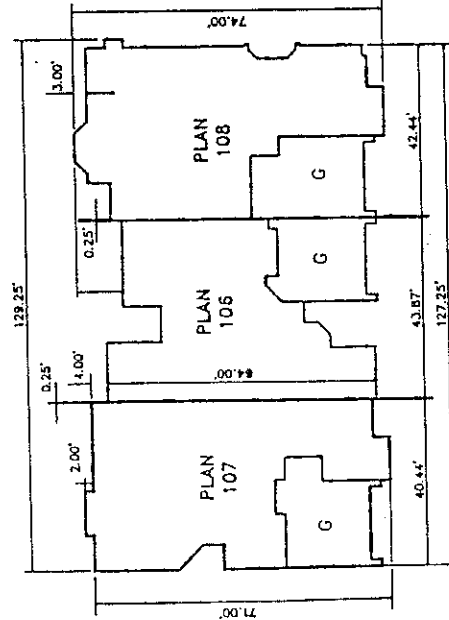
BLDG. 6510



BLDG. 6515



BLDG. 6508



BLDG. 6509  
BLDG. 6516

# CONDOMINIUM PLAN MUTUAL 65

## SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

### dk ASSOCIATES, INC.

CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

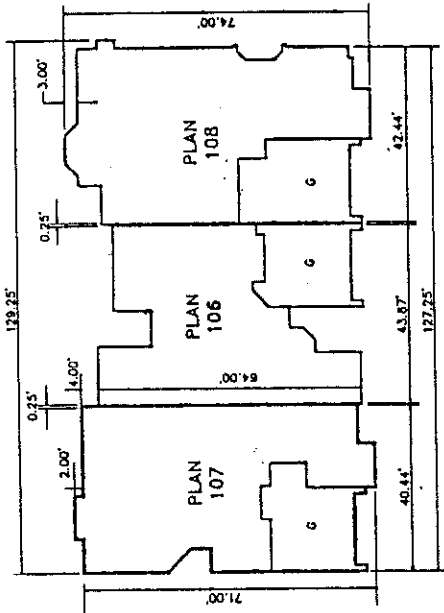
MAY, 1994  
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### LEGEND

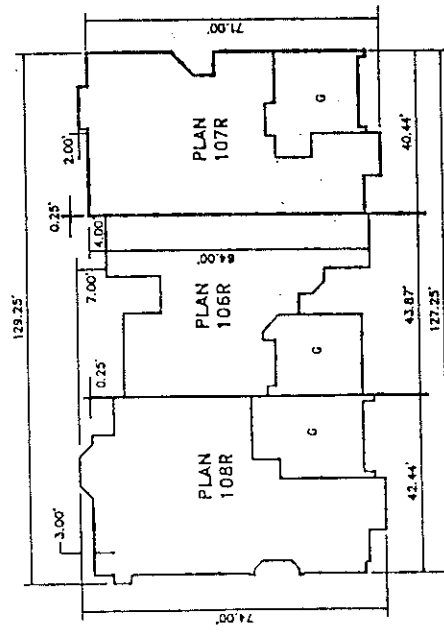
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
- - -	BUILDING ENVELOPE
1	UNIT NUMBER
6508	BUILDING NUMBER
(T)	TOTAL
P	PATIO

### NOTES:

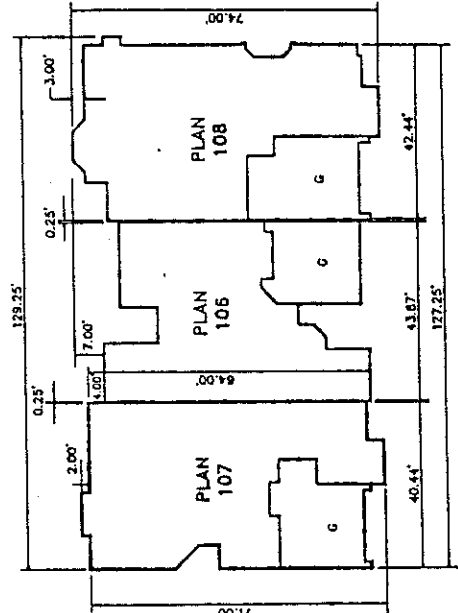
1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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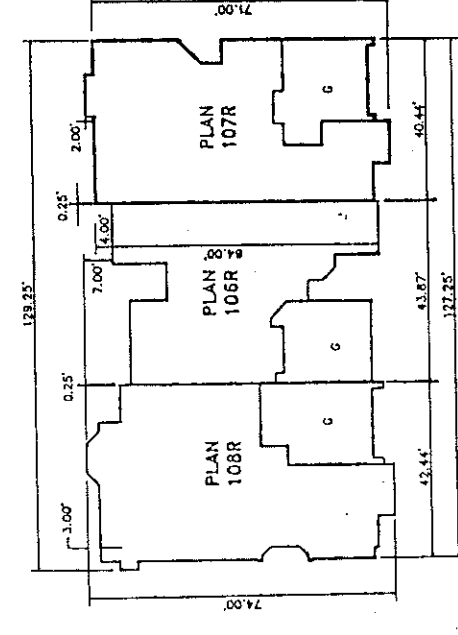
BLDG. 6513



BLDG. 6511



BLDG. 6514



BLDG. 6512

# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
SCALE: 1"=40'

Δ = 51°40'48"  
R = 137.00'  
L = 123.57'

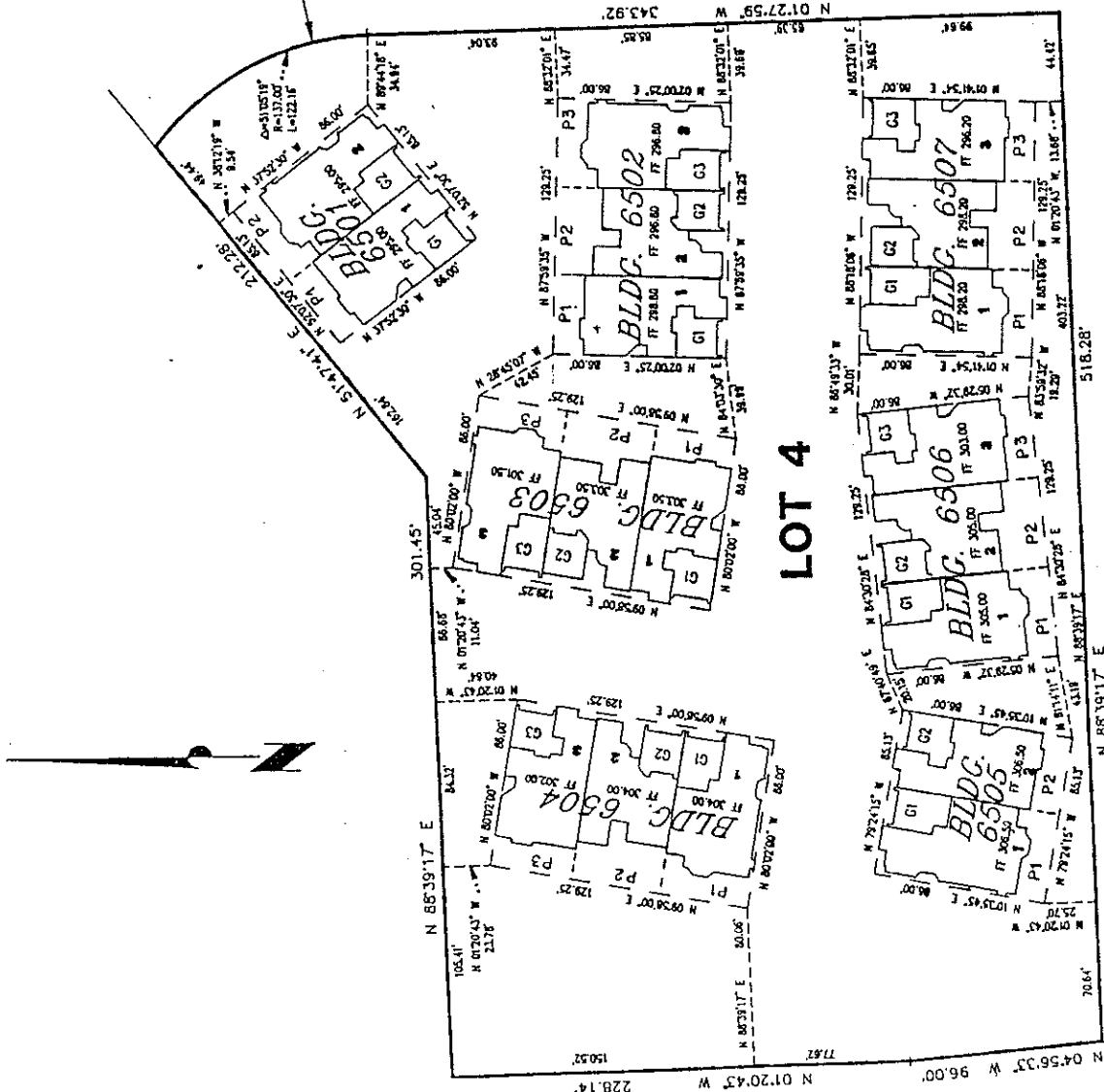
## LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
- - -	BUILDING TIE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER
P	PATIO

## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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SHEET 1 OF 5  
91-1001-20



# CONDOMINIUM PLAN

## MUTUAL 65

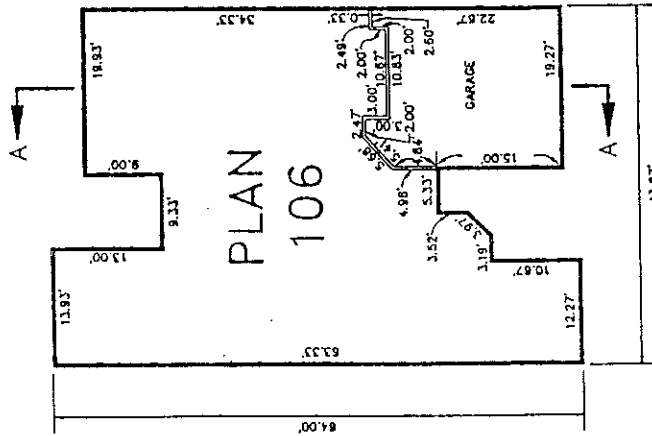
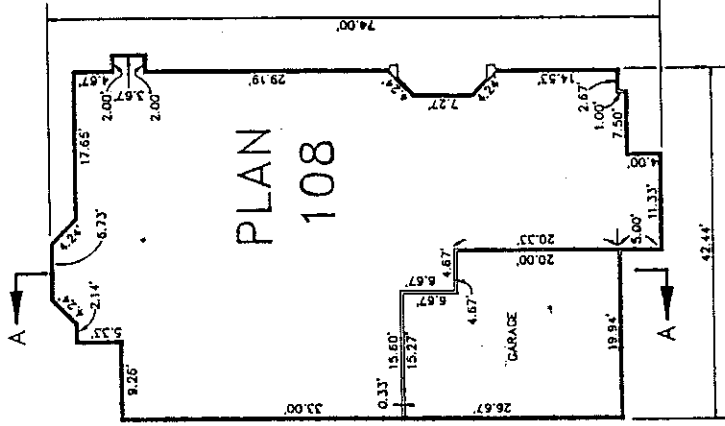
### SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=10'

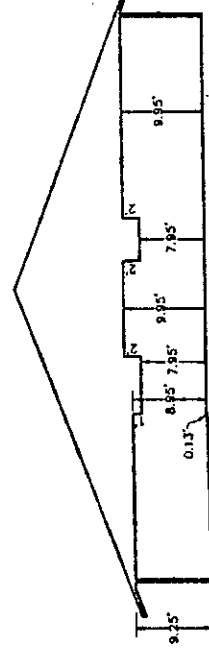
### LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING TIE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER

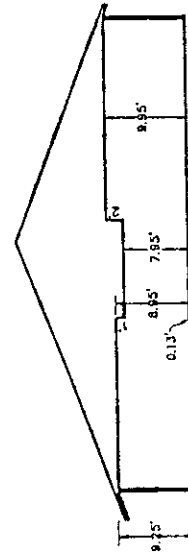


### NOTES:

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SECTION A-A



SECTION A-A

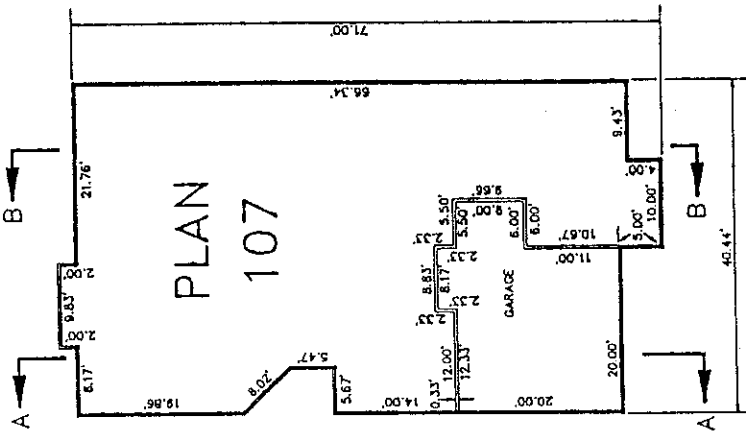
# CONDOMINIUM PLAN

## MUTUAL 65

### SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=10'

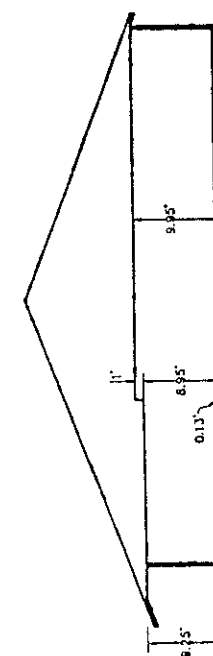
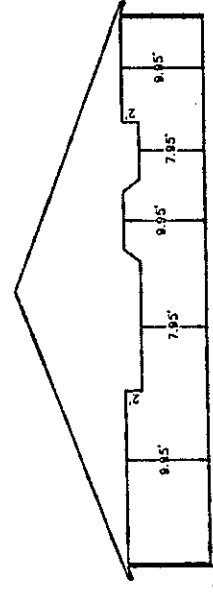


### LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
- - - -	BUILDING TIE
1	UNIT NUMBER
<i>BLDG. 6502</i>	BUILDING NUMBER

### NOTES:

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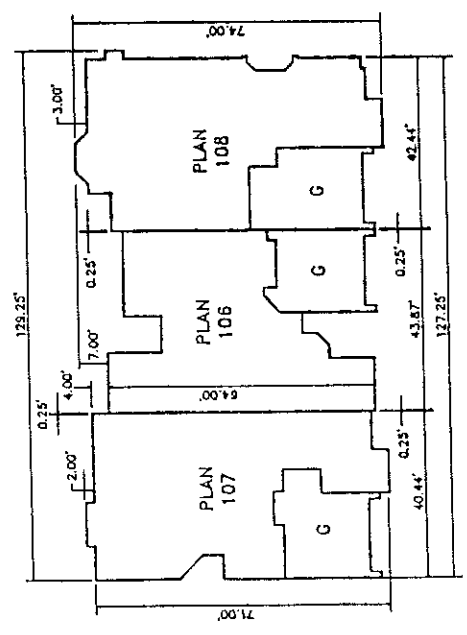
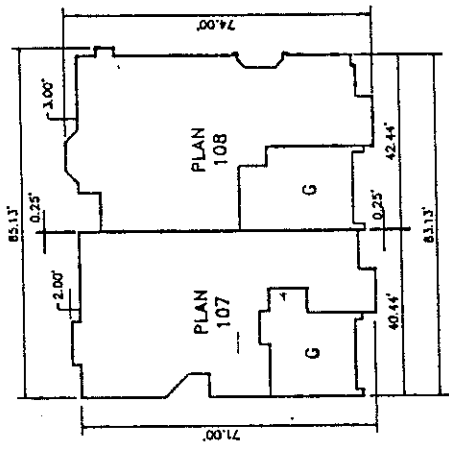


# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
SCALE: 1"=20'



## LEGEND

PLAN 108	PLAN NUMBER
G	GARAGE
R	REVERSE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER

## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
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# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

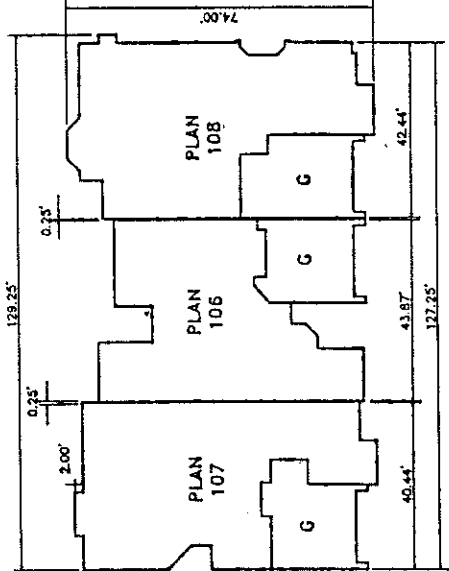
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SCALE: 1"=20'

## LEGEND

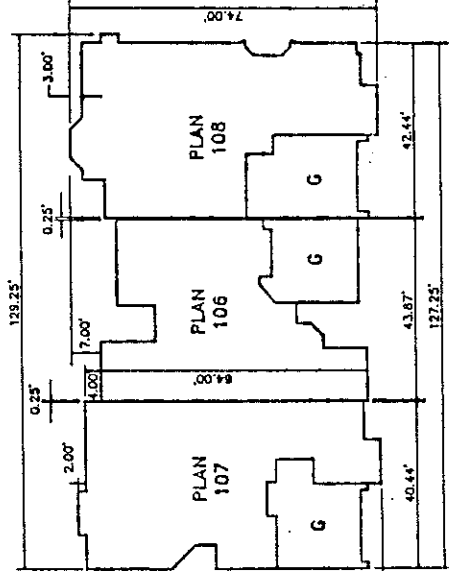
PLAN 108	PLAN NUMBER
G	GARAGE
R	REVERSE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER

## NOTES:

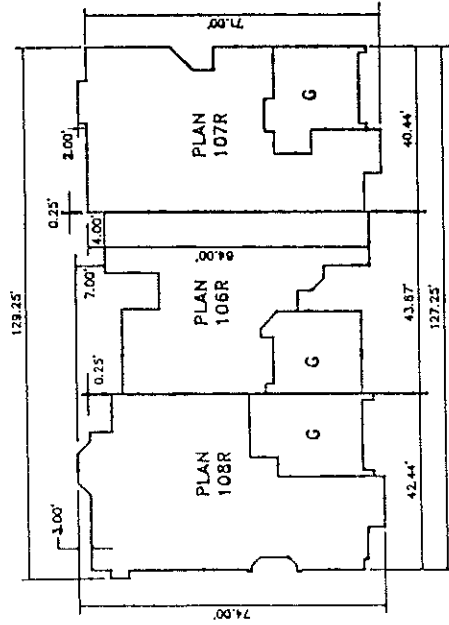
1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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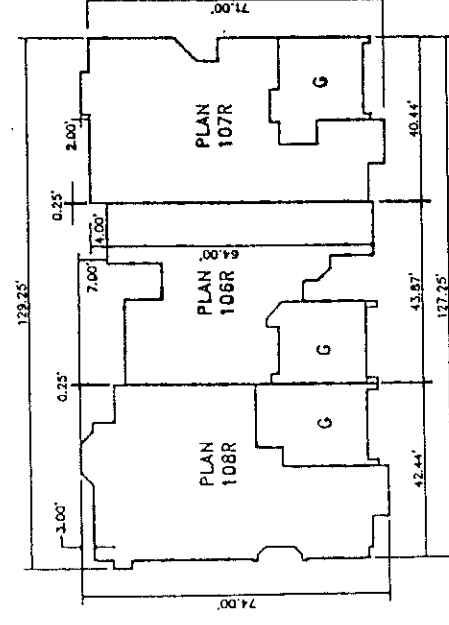
BLDG. 6506



BLDG. 6507



BLDG. 6503



BLDG. 6504

Recording Requested By:

**COPY**

RECORDED AT REQUEST OF  
**NORTH AMERICAN TITLE CO.**

Return to:

**95 151796**

**SEP 12 1995**

NORTH AMERICAN TITLE COMPANY  
175 LENNON LANE, #100  
WALNUT CREEK, CA. 94598

AT O'CLOCK M.  
CONTRA COSTA COUNTY RECORDS  
STEPHEN L. WEIR  
COUNTY RECORDER

ATTN: JEANNETTE ADAMS

FEE \$

9411003/9311015

Document Title(s)

AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

AMENDMENT OF DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, UDC Homes, Inc., a Delaware corporation, doing business in the State of California as UDC Homes, hereinafter referred to as "Declarant," is the owner of certain real property in the County of Contra Costa, State of California, described in Exhibit A attached hereto, hereinafter referred to as the "Project"; and

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions, recorded on December 12, 1994 as Instrument Number 94-292899, of the Official Records of Contra Costa County, hereinafter referred to as the "Restrictions," affecting the Project; and

WHEREAS, Article XVI, paragraph 2 of the Restrictions permits Declarant to amend the Restrictions prior to the close of any escrow in the sale of a Condominium Unit in the project described in Exhibit A; and

WHEREAS, no such escrow has closed and Declarant wishes to amend the Restrictions to revise the condominium plans, hereinafter referred to as "Plans," recorded with the Restrictions.

NOW, THEREFORE, the undersigned, as Declarant, hereby amends the Restrictions to revise the Plans originally recorded with the Restrictions on December 12, 1994, as Instrument Number 94-292899, by substituting the revised Plans attached hereto as Exhibit B, in their place and stead.

Except as specifically amended herein, the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has affixed its signature on this 31 day of Aug, 1995.

UDC Homes, Inc., a Delaware Corporation,  
doing business in the State of  
California as UDC Homes

By Patrick R. Noguera

Its ASST. Sec.

COPY

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

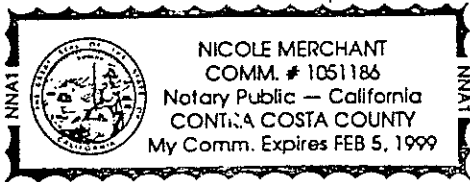
State of California

County of Contra Costa

On Aug 31, 1995 before me, Nicole Merchant, Notary Public

personally appeared Patrick R. Nobriga

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nicole Merchant

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

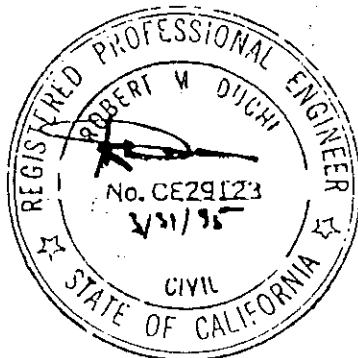
ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF THAT PARCEL OF LAND SHOWN WITHIN THE SUBDIVISION BOUNDARY OF SUBDIVISION 7878 AS SHOWN ON THE MAP OF SUBDIVISION 7878 RECORDED DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS.



ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN ON THE MAP OF SUBDIVISION 7674, RECORDED ON DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.

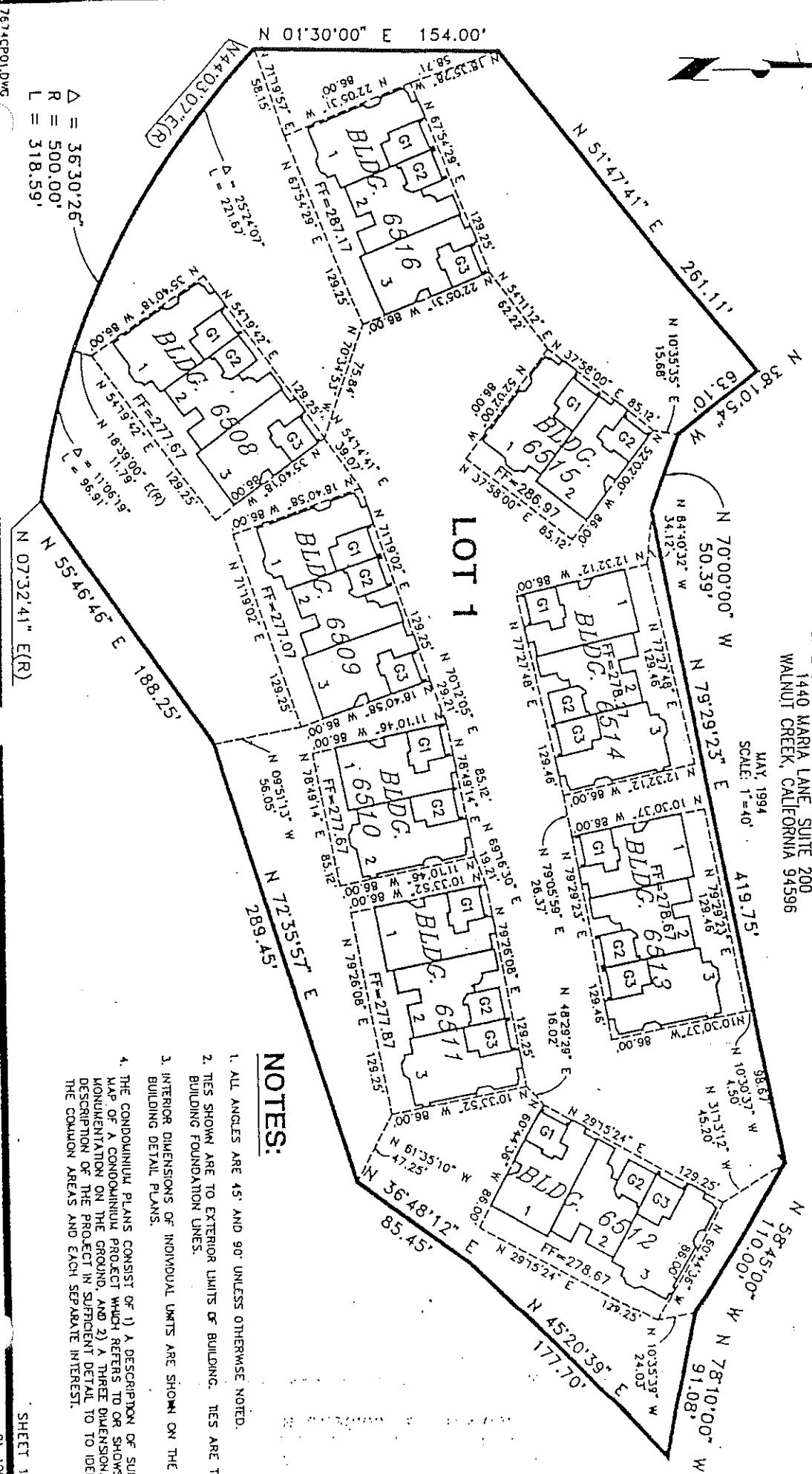


# CONDOMINIUM PLAN

## MUTUAL 65 SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=40'



Δ = 36°30'26"  
 R = 500.00'  
 L = 318.59'

### LEGEND

- FT FINISH FLOOR ELEVATION
- G GARAGE
- R REVERSED UMIT
- BUILDING ENVELOPE
- 1 UNIT NUMBER
- 6510 BUILDING NUMBER
- (T) TOTAL
- (R) RADIAL

### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

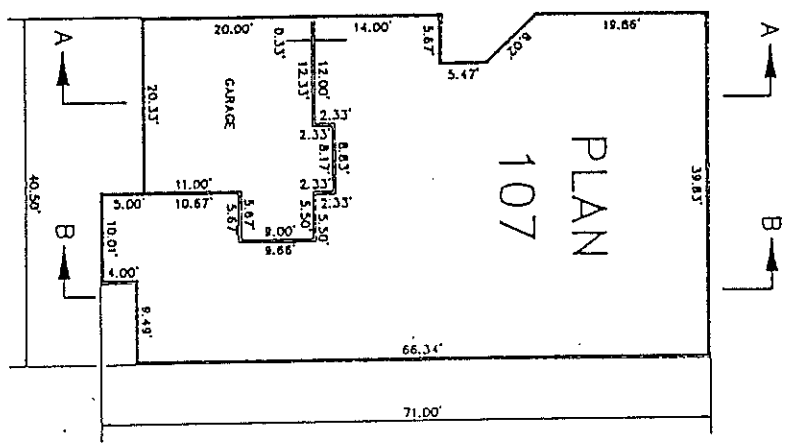


# CONDOMINIUM PLAN

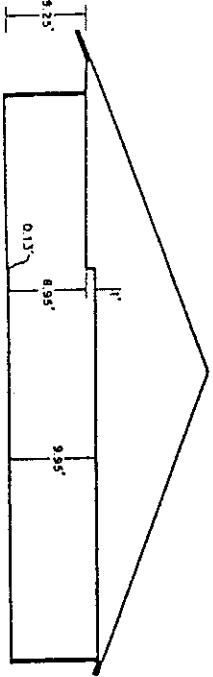
## MUTUAL 65

### SUBDIVISION 7674

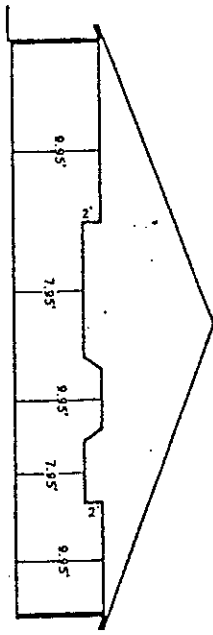
CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**DK ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596  
 MAY, 1994  
 SCALE: 1"=10'



SECTION A-A



SECTION B-B



**LEGEND**

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
1	UNIT NUMBER
650B	BUILDING NUMBER
(1)	TOTAL

**NOTES:**

1. ALL ANGLES ARE 45' AND 90' UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
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# CONDOMINIUM PLAN

MUTUAL 65

SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

**dk ASSOCIATES, INC.**

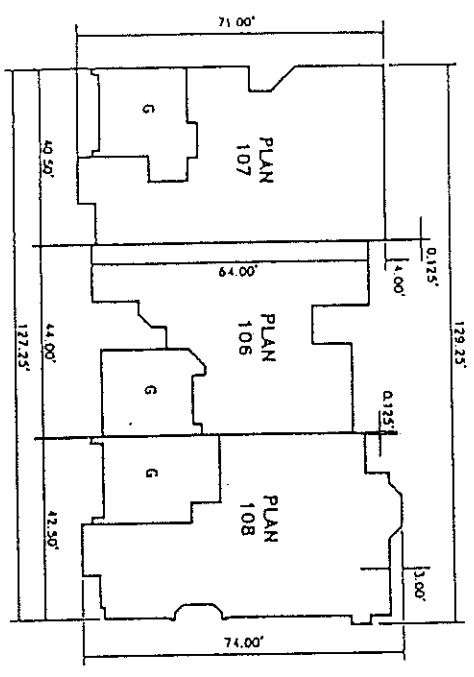
CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=20'

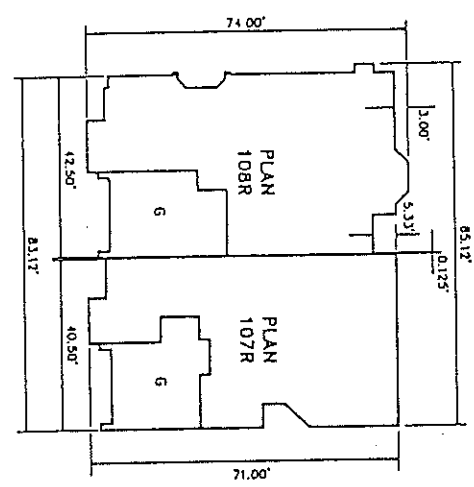
## LEGEND

FF	FINISH FLOOR ELEVATION
C	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
1	UNIT NUMBER
6508	BUILDING NUMBER
(1)	TOTAL

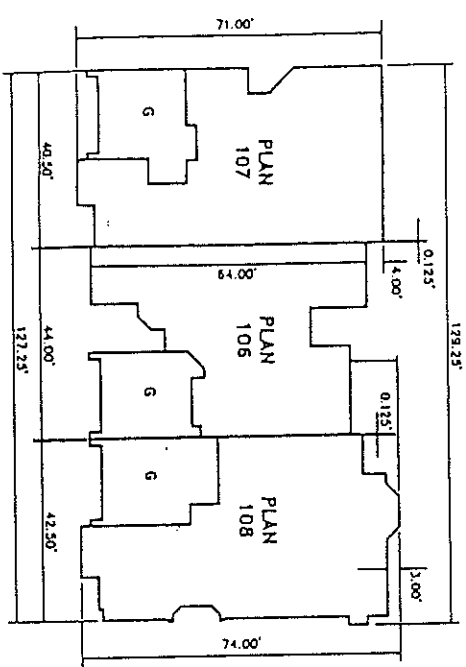
BLDG. 6508



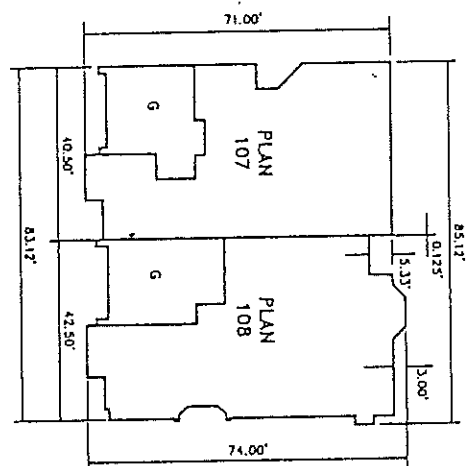
BLDG. 6510



BLDG. 6509  
 BLDG. 6516



BLDG. 6515



## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR UNITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

# CONDOMINIUM PLAN

## MUTUAL 65

### SUBDIVISION 7674

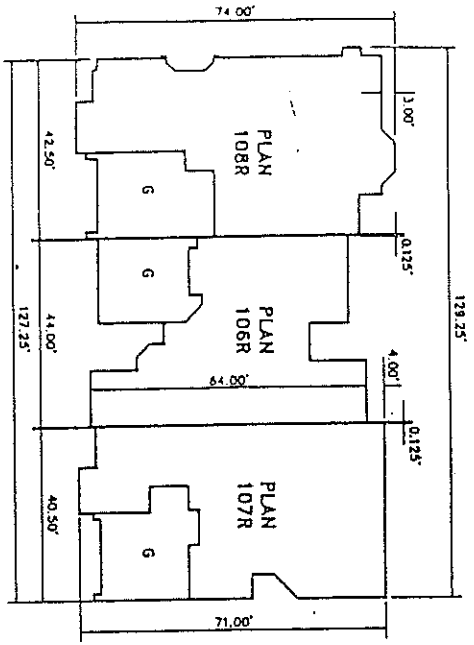
CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

**DK ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

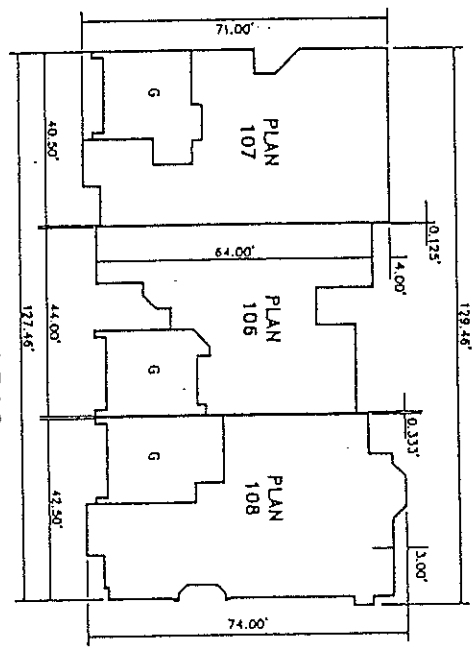
MAY, 1994  
 SCALE: 1"=20'

### LEGEND

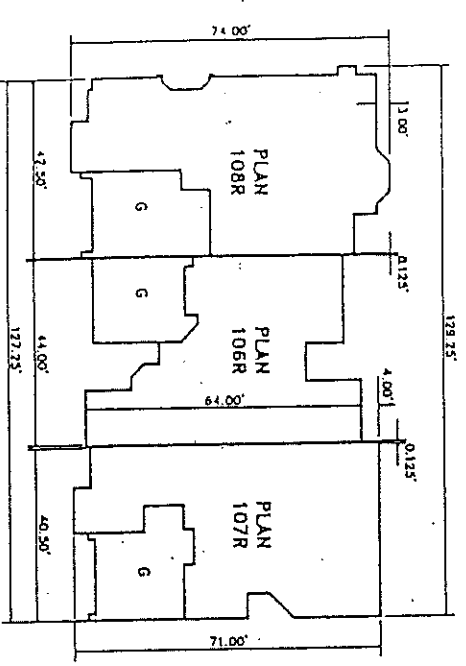
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
- - -	BUILDING ENVELOPE
1	UNIT NUMBER
5508	BUILDING NUMBER
(1)	TOTAL
P	PATIO



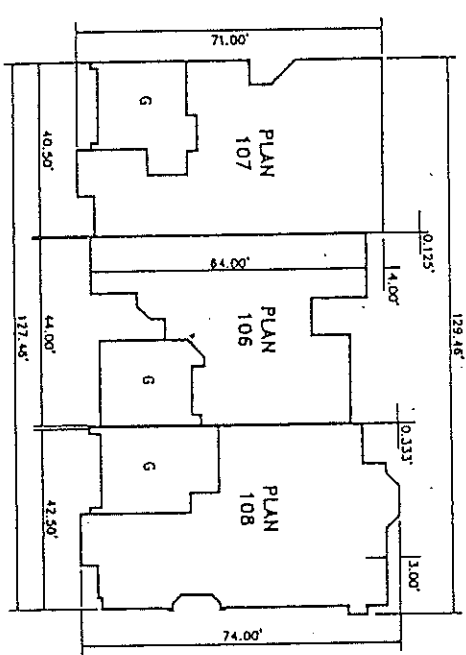
BLDG. 6511



BLDG. 6513



BLDG. 6512



BLDG. 6514

### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR UNITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF (1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND (2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

# CONDOMINIUM PLAN

## MUTUAL 65

### SUBDIVISION 7878

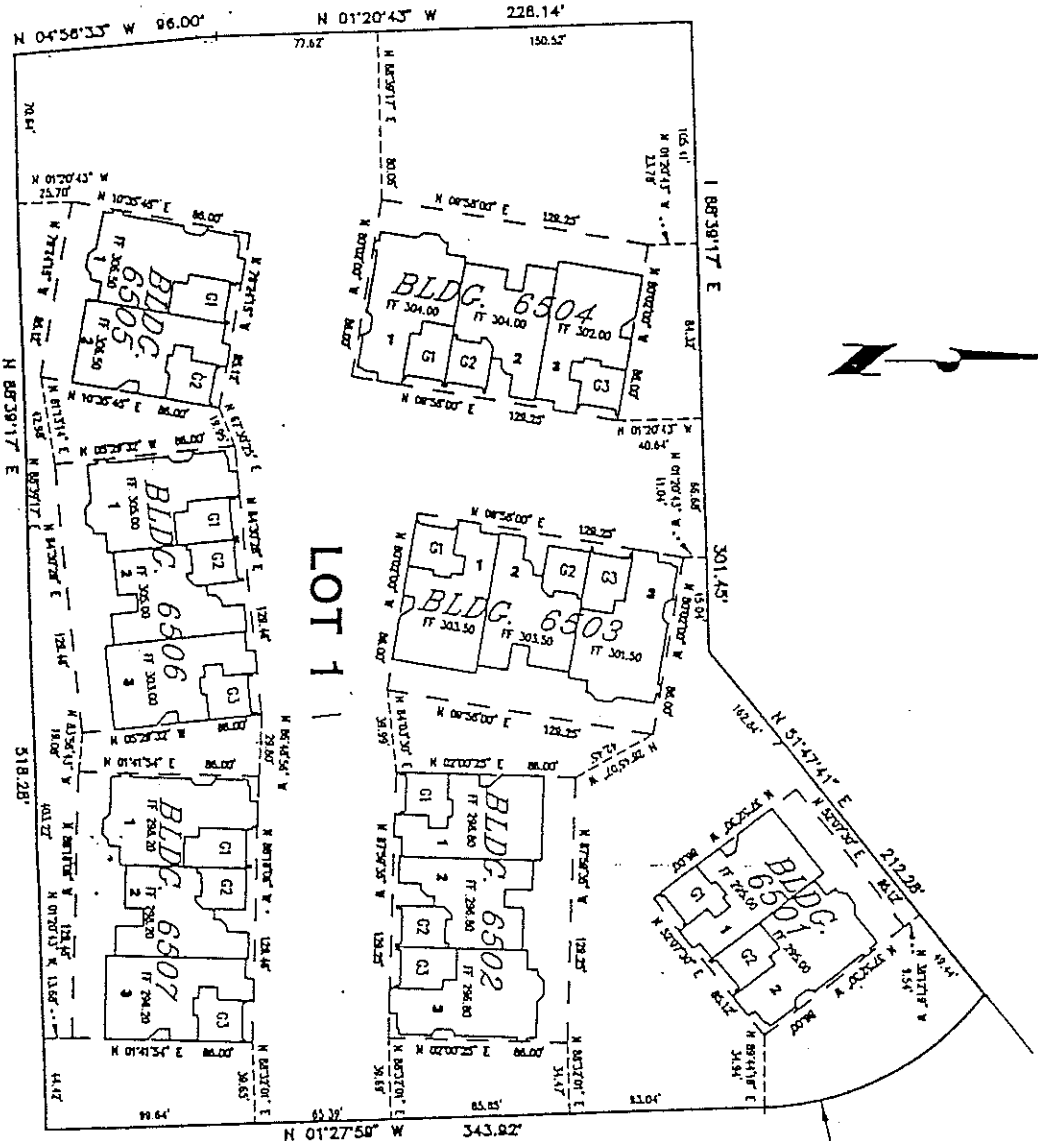
CITY OF WALNUT CREEK, CENTRAL COSTA COUNTY, CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

Δ - 31'40"48"  
 R - 137'00"  
 L - 123.57'

MAY, 1994  
 SCALE: 1"=40'

### LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING THE
---	UNIT NUMBER
---	BLDG. 6502 BUILDING NUMBER



LOT 1

### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR UNITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

# CONDOMINIUM PLAN

MUTUAL 65

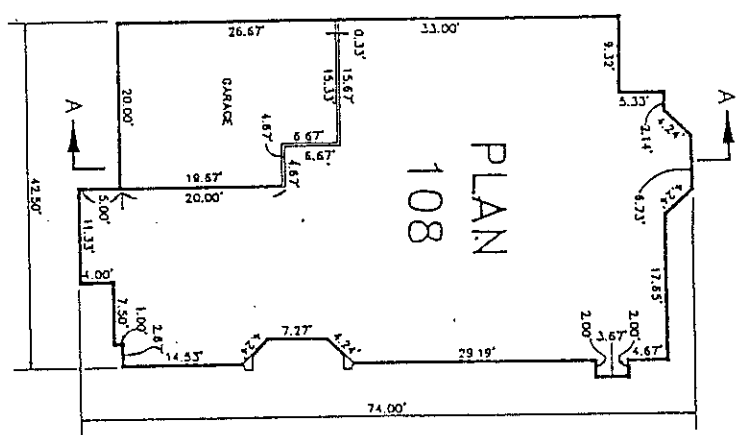
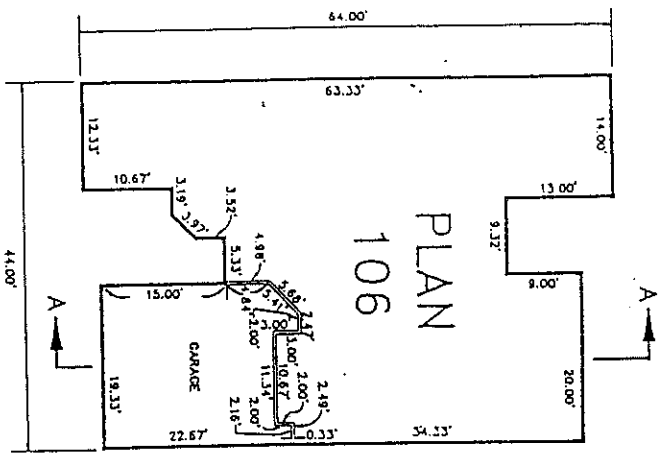
SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARLA LANE SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

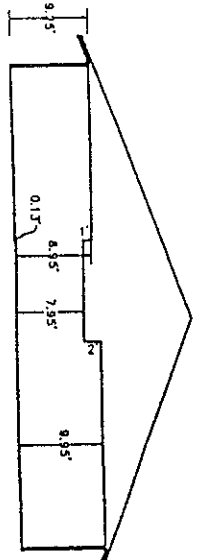
MAY, 1994  
 SCALE 1"=10'

## LEGEND

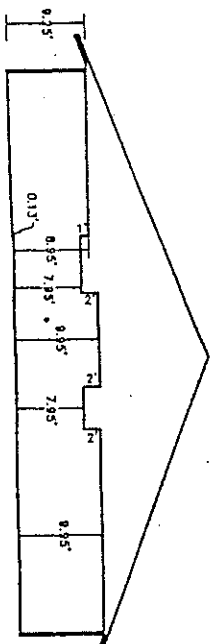
FT	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING TIE
---	UNIT NUMBER
---	BUILDING NUMBER



SECTION A-A



SECTION A-A



## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
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# CONDOMINIUM PLAN

## MUTUAL 65

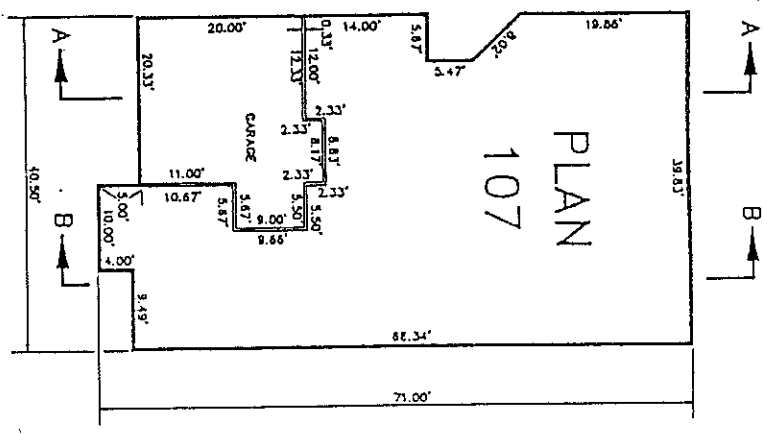
### SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**DK ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

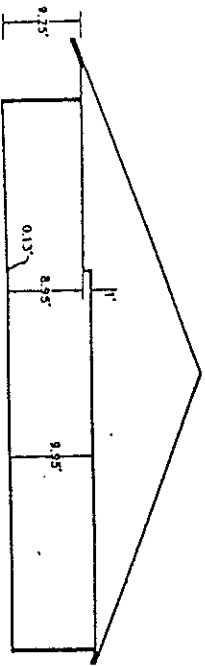
MAY, 1994  
 SCALE: 1"=10'

### LEGEND

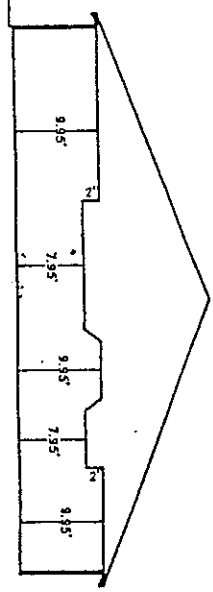
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING TIE
---	UNIT NUMBER
Bldg. 6502	BUILDING NUMBER



SECTION A-A



SECTION B-B



### NOTES:

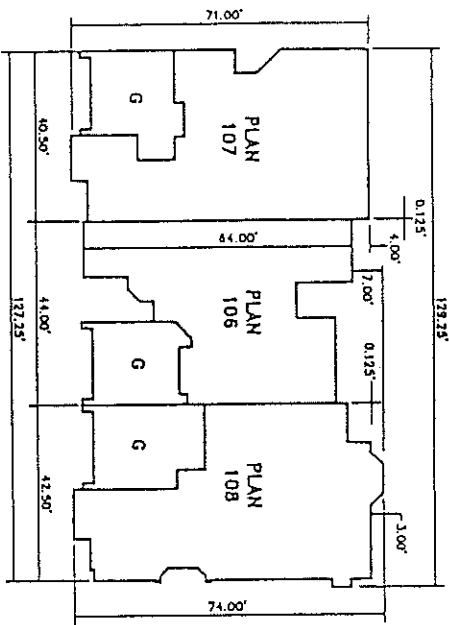
1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
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# CONDOMINIUM PLAN

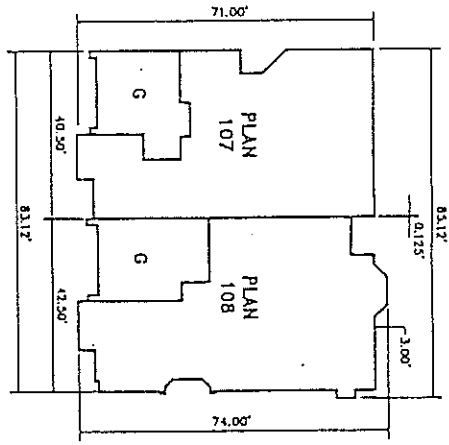
## MUTUAL 65

### SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596  
 MAY 1994  
 SCALE: 1"=20'



*BLDG. 6502*



*BLDG. 6501*  
*BLDG. 6505*

### LEGEND

PLAN 108	PLAN NUMBER
G	GARAGE
R	REVERSE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER

### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
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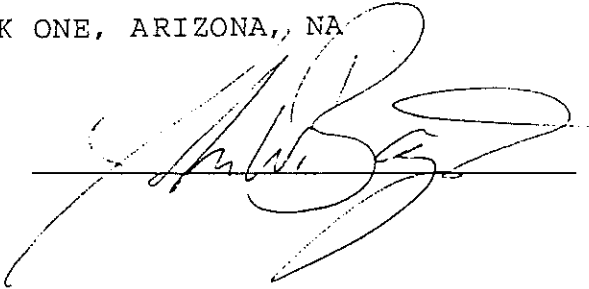
SUBORDINATION AND CONSENT

The undersigned, as Beneficiary under that certain Deed of Trust recorded January 20, 1995, Recorder's Series No. 95-009878, Contra Costa County Records, does hereby subordinate the lien of said Deed of Trust and consents to the making and recording of the attached Amendment of Declaration of Covenants, Conditions and Restrictions, any modifications thereof and any proper amendments thereto, as if and as though said Amendment of Declaration and any modifications and/or amendments had been made, executed and recorded prior to said Deed of Trust.

Beneficiary:

BANK ONE, ARIZONA, NA

By: \_\_\_\_\_



Dated: \_\_\_\_\_

7-10-95

State of ARIZONA

County of MARICOPA

On July 10, 1995 before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John W. Boyd, Vice President  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
DESCRIPTION OF DOCUMENT (OPTIONAL)

State of ARIZONA

County of MARICOPA

On July 10, 1995 before me, Stephanie A. Smith, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John W. Boyd, Vice President  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Stephanie A. Smith  
SIGNATURE OF NOTARY

My Commission Expires Oct. 2, 1997

DESCRIPTION OF ATTACHED DOCUMENT

Subordination & Consent  
DESCRIPTION OF DOCUMENT (OPTIONAL)

94 292899

Recorded at the Request of:

and

When recorded, mail to:  
UDC Homes  
1717 Rossmoor Parkway  
Walnut Creek, CA 94595

RECORDED AT REQUEST OF  
**NORTH AMERICAN TITLE CO.**

DEC 12 1994

AT O'CLOCK M.  
CONTRA COSTA COUNTY RECORDS  
STEPHEN L. WEIR  
COUNTY RECORDER  
FEE \$

**COPY**

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WALNUT CREEK MUTUAL NO. SIXTY-FIVE

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Declarant, UDC HOMES, INC., a Delaware corporation or its successor in interest doing business in the State of California as UDC HOMES, the owner of certain real property in the County of Contra Costa, State of California, described in Exhibit B attached hereto, is desirous of improving the real property described in Exhibit A (hereinafter described as the "Project") as an increment of construction of a condominium complex to be developed on the land described in Exhibit B (said total condominium complex is hereinafter referred to as "The Development"); and

WHEREAS, it is declared that the Covenants, Conditions and Restrictions are intended to benefit the owners of condominium units and their successors, the Project and other projects as they may be subject these covenants, conditions and restrictions:

NOW, THEREFORE, pursuant to the Chapter 1 of Title 6 of Part 4 of Division Second of the California Civil Code, Declarant hereby declares that the real property described in Exhibit A is and shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, conditions and restrictions and equitable servitudes. Any conveyance or conveyances made by Declarant of Condominium (as hereinafter defined) in the Project or by a successor to Declarant as developer of the Project will incorporate by reference these restrictions. The restrictions set forth herein shall run with the real property included within the Project, shall be binding upon all persons having or acquiring any interest in such Project or any part thereof, shall inure to the benefit of every portion of such Project and any interest therein, and shall inure to the benefit of and be enforceable by, and shall be binding upon, Declarant, any successor in interest of Declarant, any Owner, and the Mutual. Declarant may hereafter subject additional portions of the Exhibit B land to these restrictions by the recordation of a supplement to these restrictions.

### ARTICLE I

#### Definitions

Unless the context otherwise requires:

1. "Approval" of the Foundation of the Architectural Control Committee means prior written approval.

2. "Architectural Control Committee" means the Committee appointed pursuant to Article VIII.

3. "Board" means the Board of Directors of the

Mutual.

4. "Building" means any structure in the Common Area which contains one or more Units.

5. "Bylaws" means the bylaws of Walnut Creek Mutual No. Sixty-Five.

6. "Common Area" means all of that portion of the Project not within a Unit shown on the Plan of the Project, together with all improvements thereto.

7. "Condominium" means the property in the Project conveyed by a deed to the grantee thereof. "Proposed Condominium" means the property in any Project which is intended to be conveyed by a Deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by a Deed as a Condominium as shown on the Plan of the Project but which has not been so conveyed by Declarants.

8. "Declarant" means UDC HOMES, INC., a Delaware corporation, or its successor in interest doing business in the State of California as UDC HOMES, or its successors in interest.

9. "Foundation" means the Golden Rain Foundation of Walnut Creek, a California non-profit corporation.

10. "Exclusive Use Common Area" means any portion of the Common Area designated as such on a Plan as provided in Article VI. Except as used in Article II, Section 2, and Article VI, the term "Common Area" shall include the Exclusive Use Common Area.

11. "Manager" means the person, firm or corporation employed by the Mutual pursuant to Article III, Section 2, clause (e), and delegated duties, powers or functions of the Mutual pursuant to Article III, Section 3.

12. "Mortgage" means a mortgage or deed of trust of a Condominium. "Mortgagor" includes mortgagors, trustors under deeds of trust, and Owners of Condominiums subject to Mortgages. "Mortgagee" includes mortgagees, trustees and beneficiaries of deeds of trust, and the holders of indebtedness secured by Mortgages.

13. "Mutual" means Walnut Creek Mutual No. Sixty-Five, a California non-profit corporation, or any successor or assign, whether by way of consolidation, merger, transfer or otherwise.

14. "Owner" means any person or persons, trust, estate, partnership or corporation which owns a Condominium, and

Declarant with respect to each Proposed Condominium owned by it. A "Record Owner" means that person or persons, trust, estate, partnership or corporation in whom title to a Condominium is vested, as shown by the official records of the Office of the County Recorder of Contra Costa County, California. The Board, and the Owners may treat the Record Owner of a Condominium for all purposes. "Owner" and "Record Owner" do not include Mortgagees.

15. "Plan" means a plan of the type described in Section 1351 (e) of the Civil Code which applies to the Project and has been recorded in Contra Costa County, which is made up of a diagram of the Project and these Restrictions, and which plan makes the described real property subject to its provisions.

16. "Project" means the real property described in Exhibit A and the 44 condominium living units together with their accompanying common area in the first increment of the Development to which these covenants, conditions and restrictions apply.

17. "Restrictions" means the Covenants, Conditions and Restrictions as amended from time to time.

18. "Rules" of the Board means rules adopted by the Mutual Board.

19. "Unit" means a "separate interest" as defined in Section 1351 (1) of the Civil code, i.e., that portion of any Condominium or Proposed Condominium which is not owned in common with other Owners, and which is designated as a Unit in the Plan. The boundaries of a Unit are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the Unit includes both the portions of the building so described and the air space so encompassed, provided that all doors and windows of a Unit and all fixtures and utility installations located within a Unit including without limitation hot water heaters, space heaters and kitchen, bathroom and lighting fixtures, and all air-conditioning and solar energy equipment serving a Unit, but outside of such Unit, shall be a part of each Unit, provided further that soffits and furred down ceilings shall not be a part of such Unit. However, if at the time any Condominium in the Project is conveyed, one or more buildings in which Units shown on the Plan are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Plan. Whenever, within twenty (20) years after conveyance of the first Condominium in the Project, a building is built substantially in conformity with the original plans therefore as reflected by the Unit boundaries shown on the Plan for such Projects, the boundaries of all Units within such building shall thereafter be as described in the second sentence of this

paragraph and the boundaries of the Common Area shall be altered accordingly.

20. "Vote" means the vote of the Owners or persons designated by the Owners entitled to vote at a duly held regular or special meeting of the members of the Mutual unless otherwise provided.

## ARTICLE II

### Use Restrictions

The Units and Common areas shall be occupied and used only as follows:

1. Each Unit shall be used as a private dwelling, and for no other purpose except such temporary use as may be related to and required in connection with the development of the Project and sale of Condominiums by Declarant. In no event shall any such temporary use be permitted for more than three (3) years without the consent of Foundation. No more than two (2) persons may permanently occupy a one (1) bedroom Unit or no more than three (3) persons may permanently occupy a two (2) bedroom Unit without the approval of the Mutual. No person under the age of 45 may reside in a Unit.

2. Subject to the provision of these restrictions, use of the Common Areas shall be in accordance with and subject to limitation as determined by the Mutual. Use of the Exclusive Use Common Areas shall be subject to the limitations set forth in Article VI hereof. There shall be no obstruction of the Common Areas and nothing shall be stored therein without the consent of the Board. No waste shall be committed in the Common Areas.

3. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Common Area without the approval of the Mutual. No Owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance of any Common Area or which would be in violation of any law.

4. No sign of any kind shall be displayed to the public view on or from any Unit or any Common Area, without approval of the Mutual, except such signs as may be used by Declarant in connection with the development of the Project and Sale of condominiums, and except such signs as may be displayed in accordance with Section 712 of the California Civil Code.

5. No animals of any kind shall be raised, bred, or kept in any Unit, or in any Common Area, except dogs, cats

or other household pets may be kept in Units subject to approval of the Mutual, provided that no animal shall be kept, bred, or maintained for any commercial purpose.

6. The Owner shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises. If by reason of the occupancy or use of said premises by the Owner the rate of insurance on the building shall be increased, the Owner shall become personally liable for the additional insurance premiums.

7. Nothing shall be done in any Unit or in, on, or to any building in any Common Area which would structurally change any such building except as is otherwise provided herein.

8. There shall be no structural alteration, construction or removal of any building, fence or other structure in the Project (other than repairs or rebuilding pursuant to Article X hereof) without the approval of the Architectural Control Committee as set forth in Article VIII hereof. No building, fence or other structure shall be constructed upon any portion of any Common Area other than such building and structures as shall be constructed (a) by the Declarant (or person to whom Declarant assigns its rights as developer), or (b) by the Mutual pursuant to Article X or Article III, Section 7. Each Owner hereby waives any and all right to allow, approve, reject, or permit structural changes to any Common Area located within a unit or a Common Area party wall located between two contiguous units, each of which is owned by the same owner, and hereby delegates such right to the Architectural Control Committee referred to in Article III hereof.

9. No professional, commercial or industrial operations of any kind shall be conducted in or upon any Unit or the Common Area except such temporary uses referred to in paragraph 1 of this Article II.

10. Except as permitted by the Mutual, no vehicles other than golf carts, passenger automobiles and station wagons shall be parked or stored in any Common Areas. No vehicle shall be repaired or rebuilt in any Common Area.

11. All Owners shall be members of the Mutual. All natural persons who are members of the Mutual shall also be members of the Foundation and all members of both the Mutual

and Foundation shall comply with the terms and conditions as set forth in the Articles of Incorporation and Bylaws and any rule or regulation of the Mutual or Foundation.

12. The right to use or occupy a Unit or the sale, lease or other transfer or conveyance of the right to use or occupy a condominium shall be subject to such uniform or objective standards relating to financial responsibility and age of the proposed resident for such Unit as are now or may hereafter be set forth in these Restrictions or as are now or may hereafter be set forth in the Bylaws of the Mutual. No restrictions on use shall be based on race, religion, or place of national origin.

13. Nothing in this article or elsewhere in these Restrictions shall limit the right of Declarant to complete construction of Common Areas and to Units owned by Declarant. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Development, as developer, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

### ARTICLE III

#### Management

1. The Mutual is hereby designated as the management body of the Project. The members of the Mutual shall be the Owners. The initial Board of Directors of the Mutual shall be appointed by the incorporators or their successors. Thereafter, the directors shall be elected as provided in the Bylaws; provided, however, that the incorporators or their successors shall retain the right to appoint a majority of the members of the Board until one hundred twenty (120) days after the close of escrow on fifty one percent (51%) of the condominium units in the Project, or within one year after the close of escrow for the sale of the first condominium units in the Project, whichever first occurs.

The Mutual shall have the right and power to do all things for the management and operation of the Project, subject to the provisions of the Articles of Incorporation and Bylaws of the Mutual and these Restrictions.

2. The Mutual through its Board, and at its option, and for the benefit of the Condominium and the Owners, may acquire, and shall pay for out of the carrying charge fund hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical and gas and other necessary utility service for the Common Areas and (if

not separately metered or charged) for the Units.

(b)(1) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Common Areas and the Unit, payable as provided in Article X, or such other fire and casualty insurance as the Mutual shall determine give substantially equal or greater protections, insuring the Owners, and their Mortgagees, as their interest may appear, and as to each of such policies which will not be voided or impaired thereby, or the premiums therefor increased thereby, the Owners, the Mutual, the Board, the Manager, and the Declarant each hereby waives and releases all claims against any of said parties and agents and employees of each of said parties, with respect to any loss covered by such insurance, whether or not caused by negligence of, or breach of any agreement by, said persons, but to the extent of the insurance proceeds received in compensation for such loss only.

(2) A policy or policies insuring the Mutual, the Board, the Declarant, the Manager and the Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas and Units, and if obtainable, a cross liability endorsement insuring each insured against liability to each other insured.

(3) Such policies may be blanket policies covering more than one Project, the property of Declarant or any of the foregoing, if the Mutual and Declarant pay their proper share of the premium. The Mutual shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under any such policies, and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(d) Such other policies of insurance as the Mutual may deem appropriate.

(e) The services of a person or firm to manage the Common Area (the "Manager") to the extent deemed advisable by the Mutual, as well as such other personnel as the Mutual shall determine shall be necessary or proper for the operation of the Common Areas whether such personnel are employed directly by the Mutual or are furnished by the Manager.

(f) A fidelity bond naming the members of the Board of the Mutual, the Manager, and such other persons as may be designated by the Board as principals, and the Mutual as obligee in an amount equal to the estimated annual cash

requirements as determined by the Board.

(g) Painting, maintenance and repair of the Common Areas (but not including the doors, windows, carpets, fixtures, or interior surfaces of the Units, nor items of property located within the interior surfaces of a Unit or constituting a part of a Unit, which the Owner of each Unit shall paint, maintain, repair and replace); landscaping and gardening services for the Common Areas; and such furnishings, equipment and planting of the Common Areas as the Mutual shall determine are necessary or proper.

(h) Legal and accounting services necessary or proper in connection with operations of the Mutual or enforcement of these Restrictions.

(i) The amounts necessary to pay the Foundation its charges for its services and facilities furnished to the Owner or to the Mutual.

(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these Restrictions or Bylaws or which in its opinion shall be necessary or proper for the operation of the Project as a residential project, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for a single Unit, the cost thereof shall be specially assessed to the Owner of such Unit. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the entire Project or any part thereof which may in the opinion of the Board constitute a lien against the Common Areas, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

Notwithstanding any provisions hereof to the contrary, nothing herein shall permit the Mutual to assess the Owners for any new improvements or additions to the Common Areas except pursuant to Article III, Section 7 or Article VII or Article X.

3. The Mutual may delegate any of its duties, powers or functions to any person, corporation or firm to act as Manager. Neither the Mutual nor the members of its Board shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4. The Mutual or any person authorized by the Mutual may enter any Unit in the Event of an emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Mutual.

5. The Mutual shall provide for an annual independent audit of the accounts of the Mutual and for delivery of a copy of such audit to each Owner within thirty (30) days after completion thereof in accordance with the provisions of Section 1365 of the Civil Code, and shall prepare and distribute such other statements as required by Section 1365 and 1368 of the Civil Code.

6. The Mutual is authorized and empowered to grant such licenses, easements and rights of way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience or welfare of the Owners, over those portions of the Common Areas upon which no building or other structure has been erected. Such licenses, easement and rights of way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed these Restrictions and their issue who are in being as of the date hereof, and the right to grant such licenses, easements, and rights of way is hereby expressly reserved.

7. Other than as provided in Article X relating to restoration of damaged improvements, the Mutual may, with approval of the Architectural Control Committee, construct new improvements or additions to the Common Area or the Project or demolish existing improvements, provided that, in the case of any improvement, addition or demolition involving a total expenditure in excess of \$5,000, the written consent of vote of the Owners of at least two-thirds (2/3rds) of the Condominiums in the Mutual (other than Declarant's) as to the maximum total cost therefor shall first be obtained, and provided that no Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner thereof. The Mutual shall levy a special assessment on all Owners for the cost of such work.

#### ARTICLE IV

##### Membership in Foundation

Each natural person who is an Owner of a Unit or has been designated by the Owner to occupy the Unit, and for whom a membership fee in the Foundation has been paid shall

be a member of the Foundation and shall comply with the Bylaws of the Foundation and the rules and regulations of the Foundation as they now exist or are from time-to-time adopted. No owner shall transfer any membership or interest in the Foundation except upon the transfer of the right to occupy the Unit to which it is appurtenant.

#### ARTICLE V

##### Covenant Against Partition

By acceptance of his deed, each Owner shall be deemed to covenant for himself and for his heirs, representative, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in the Project property, unless the Project (a) has been in existence in excess of fifty (50) years, and (b) it is obsolete and uneconomical, and (c) the Owners of fifty percent (50%) of the Units join in such an action for partition. Such covenant shall be subject to the provisions of paragraph 8 of Article X.

#### ARTICLE VI

##### Exclusive Use Common Areas

The areas designated on the Plan for any Project as a deck, patio or garage are Exclusive Use Common Areas. Subject to the rules of the Mutual, and the right of the Mutual to enter for purposes of maintenance and repair, the decks and patios adjacent to Units are reserved for the exclusive use of the Owners of such Units and they may not be added to, modified, or altered without the approval of the Mutual and except for normal housekeeping, shall be repaired and maintained by the Mutual. Exclusive Use Common Areas designated on the Plan for the Project as garages are reserved and shall be used for parking of non-commercial vehicles. Owners or occupants shall have the exclusive use of those certain garages in accordance with the provisions of Exhibit C, subject to the right of the Mutual to enter for purposes of maintenance and repair. Each such Exclusive Use Common Area shall be appurtenant to the Owner's Unit.

#### ARTICLE VII

##### Carrying Charges - Assessments - Liens

1. Prior to the beginning of each year, the Board

shall estimate the sum which will be necessary to meet the Mutual's expenses during such year (including a reasonable provision for contingencies and less any expected income and any surplus from the prior year's fund). Such estimate shall include, but not be limited to, the following items:

a. The cost of all operating expenses of the Project and services furnished, including charges by the Mutual for facilities and services furnished.

b. The cost of management and administration in accordance with these Restrictions.

c. The amount of all taxes and assessments levied against the property of the Mutual which it is required to pay.

d. The cost of fire and extended coverage insurance on the Project and such other insurance as the Mutual may effect or as may be required by any mortgage on the Project.

e. The cost of furnishing water, gas, electricity, garbage and trash collection and other utilities to the extent furnished by the Mutual.

f. All reserves set up by the Mutual.

g. The estimated cost of repairs, maintenance and replacements of the Project property made by the Mutual.

h. Such sums as the Mutual may pay to the Foundation as the Mutual's prorata (based upon number of Units) share of the charges of the Foundation in accordance with Article III, Section 2 (i) hereof.

2. Said "estimated cash requirement" (hereinafter called "Carrying Charges") shall be assessed to the Owners in proportion to the interest of each Owner in the Common Areas. If said sum estimated proves inadequate for any reason, including nonpayment of Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions. Each Owner shall be obligated to pay assessments on or before the first day of each month during such year, or in such other manner as the Board shall designate. Declarant shall be treated as Owner of each Unit (and appropriate accompanying interests) owned by it and shall be assessed and obligated accordingly. Amendments to this Article shall only be effective upon unanimous written consent of the Owners and the Board of Directors of the Foundation.

3. If the above Carrying Charges or any other assessment, whether regular or special, assessed to the

Owner of any Condominium, is not paid within fifteen (15) days after it is due, the Owner may be required by the Mutual to pay a late payment charge of ten percent (10%) of the amount of the assessment or ten dollars (\$10) whichever is greater, or such lesser amount as the Board may determine.

4. The amount of any Carrying Charge or any other assessment, (whether regular or special, or arising by application of this Article VII, Article III, Section 7, Article X or any other provisions hereof) assessed to the Owner of any Condominium, and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of ten percent (10%) per annum simple interest or such lower rate as the Mutual may designate from time to time, and costs, including reasonable attorney's fees and costs of recordation, shall be a debt of such Owner enforceable by suit, and shall become a lien upon such Condominium under Section 1367 of the Civil Code upon recordation of a notice of assessment setting forth the matters required by said section, which shall be notice of such lien. Such lien may be enforced as provided in Section 1367 of the Civil Code and an otherwise provided by law. A certificate to executed and acknowledged by the Mutual, shall be conclusive upon the Mutual and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars (\$15).

5. Notwithstanding any other provision in these Restrictions to the contrary, the Board may not (1) establish a regular assessment for any fiscal year more than ten percent (10%) above the regular assessment for the Mutual's preceding fiscal year, or (2) establish special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Mutual for that fiscal year, without a majority vote of approval by the Owners at a duly held meeting of the members of the Mutual. The foregoing restrictions do not apply to any assessment increase that has been established (1) to maintain or repair the common area or any other area that the Mutual is obligated to maintain or repair, or (2) to address emergency situations. Costs for maintenance or repair of common areas or other areas that the Mutual is obligated to maintain or repair shall include, without limitation: insurance premiums, utility bills, costs of maintaining or repairing structures or improvements, and costs to fund reserves.

6. Within ten (10) days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following

information: (i) whether to the knowledge of the Mutual, the Owners or the Owner's Condominium is in violation of any of the provisions of these Restrictions, the Articles, Bylaws, or the Mutual's Rules; (ii) the amount of regular and special assessments, including installment payments, paid by the Owner during the fiscal year the request is received; and (iii) the amount of any assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest, or costs of collection that as of the date of the statement are or may be made a lien against the Owner's Condominium as provided by these Restrictions, the Articles, Bylaws, or Mutual's Rules.

## ARTICLE VIII

### Architectural Control Committee

#### 1. Architectural Control:

(a) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices upon, or make any changes in or otherwise alter whatsoever, the exterior of any building or other structure located upon the Project. For the purpose of this provision the term "exterior" shall mean any outside wall, outward surfaces, roofs, outside doors, or other outside structures of any such building or other structures, including, but not limited to, the roof, outside wall, outward surfaces, outside doors, and outside structures of all atrium and residential dwelling units.

(b) Except for the purposes of proper maintenance and repair, and except as provided in Paragraph (c) hereof, no person, persons, entity, or entities shall install, construct or building any walkways, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures of any kind, on the Project, except for such walkways, fences, lighting, decorations, aerials, antennas, radio or television broadcasting or receiving devices, or other structures which are to be constructed concurrently with the constructions of the buildings and other structures on the Project.

(c) Except for any proper maintenance and repair, no person, persons, entity or entities shall perform any of the acts specifically set forth in Paragraphs (a) and (b) above until:

(1) The complete plans and specifications, showing the kind, nature, shape, height, material, type of construction, scheme and all information specified by the hereinafter named committee for the proposed alteration, modification, addition, deletion or any other proposed form of change to the exterior of any building or other structure, as set forth in Paragraph (a), or changes to the Project, as set forth in Paragraph (b), and

(2) The block plan showing the location of such proposed alteration, modification, addition, deletion, or any other proposed form of change, have been approved in writing, as to conformity and harmony of external design with existing structures of the Project, by unanimous decision of a committee composed of three members. The committee of three members referred to in Paragraph 2 D of those certain CCR recorded on DEC 12 1994, Instrument Number 94-292898, in the office of the Recorder of the County of Contra Costa, State of California, shall also constitute the committee of three members referred to herein. In the event any member is unable or unwilling to serve on said committee, the remaining member or members shall have full authority to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location until such time as a successor to the disabled or unwilling member is appointed. In the event the committee or representative appointed by the committee fails to approve or disapprove such proposed alteration, modification, addition, deletion, or other proposed form of change and location within thirty (30) days after said complete plans and specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with. Such complete plans and specifications shall be personally delivered to any member of the committee or mailed to the committee via certified mail, return receipt requested, postage prepaid, at P. O. Box 2220, Dollar Ranch Substation, Walnut Creek, California. The plans and specifications shall be deemed submitted to the committee upon the date of personal delivery to a member of the committee of such plans and specifications or one (1) day after such deposit in the mail. The committee shall have the right to change its mailing address with the County Recorder of Contra Costa County, California, and mailing a copy thereof to the Mutual, care of Golden Rain Foundation of Walnut Creek, P. O. Box 2070, Walnut Creek, California. Such instrument shall refer to the book and page number designated by said County Recorder for this declaration. Neither the members of such committee nor its designated representative shall be entitled to any compensation for the services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 2008.

Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the property owners of the hereinabove described property developed for residential use and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

## ARTICLE IX

### Mortgage Protection

Notwithstanding all other provisions hereof:

1. The liens created under Article VII hereof upon any Condominium shall be subject and subordinate to, and shall not effect the rights of the Mortgagee under any recorded first Mortgage upon such Condominium made in good faith and for value, provided that after the foreclosure of any such Mortgage the amount of all regular assessments, and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at such foreclosure sale, or his successor, as an Owner after the date of such foreclosure sale, shall become a lien upon such Condominium upon recordation of a notice as provided in Article VII, Section 3 hereof.

2. No amendment to these Restrictions shall affect the rights of any Mortgagee who does not join in the execution thereof, provided that prior to recordation of such amendment his Mortgage has been recorded and written notice of its delivery and recordation, signed by the Mortgagee and Mortgagor, has been given to the Mutual.

3. By subordination agreement executed by the Mutual the benefits of Section 1 and 2 may be extended to Mortgages not otherwise entitled thereto.

4. No breach of any of the covenants and restrictions set forth herein shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but, violation of any one or more of such covenants or restrictions may be enjoined or abated by Declarant, its successors and assigns, any Owner, the Mutual, and/or the Foundation, by action of any court of competent jurisdiction, and damages may also be awarded from such violations; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said property or any part thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of said property, or portion thereof, whose title

thereto is acquired by foreclosure, trustee's sale or otherwise.

## ARTICLE X

### Damage or Destruction

In the event of damage to or destruction of a Unit and/or the Common Area then all insurance proceeds, whether or not subject to liens of mortgages or deeds of trust, shall be paid to the Mutual as trustee for the Owners, the Mutual and their mortgages to be used for rebuilding as follows:

1. If there is no damage to any Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

2. If there is no damage to any Unit and the insurance proceeds are within Five Thousand Dollars (\$5,000) of being sufficient to effect total restoration, then the Mutual shall cause such Common Area to be repaired and reconstructed substantially as it previously existed, and the difference between the insurance proceeds and actual cost shall be levied as an assessment equally against each of the Units.

3. If there is no damage to any Unit and the insurance proceeds are insufficient by more than Five Thousand Dollars (\$5,000) to effect total restoration, then the determination as to what action is to be taken shall be made by vote or written consent of the Owners of a majority of the Condominiums in the Development.

4. If there is damage to a Unit and the insurance proceeds are sufficient to effect total restoration, then the Mutual shall cause such Common Area and the perimeter walls of the Unit to be repaired and reconstructed substantially as it had existed prior to destruction; provided, however, that the repair and replacement of the interior decorating, including painting, papering, paneling, electrical fixtures, carpeting and draperies, shall be the responsibility of the Owner.

5. If there is damage to a Unit and the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000) of being sufficient to effect total restoration, then the Mutual shall cause such Common Area and the perimeter walls of the Unit(s) to be repaired and reconstructed substantially as they had previously existed and the amount not covered by insurance proceeds shall be levied as an assessment against each of the Units.

6. If there is any damage to a Unit and the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000) to effect total restoration, then by written consent or vote of the Owners of a majority of the Condominiums in the Development, they shall determine whether

(a) to rebuild and restore in substantially the same manner as the improvements existing prior to damage and to raise the necessary funds over the insurance proceeds by levying equal assessments against all Units, (b) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Twenty-Five Thousand Dollars (\$25,000) and which is assessable equally to all Units but which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged or (c) to not rebuild and to distribute the available insurance proceeds to the Owners and Mortgagees of the damaged units as their interests may appear in such a way as to give consideration to the relative degree of damage sustained by each Unit and the relative original value of each (e.g., if two buildings are damaged by fire, one 50% destroyed and the other 100% destroyed; and 50% damaged building had an original value of \$150,000 and the one 100% destroyed had an original value of \$175,000; and the total proceeds are \$125,000; then the amount of the proceeds applicable to the 50% destroyed building would be \$37,500, and the amount applicable to the 100% destroyed building would be \$87,000).

7. Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the expense of the owner of said Unit and in the event of a determination to rebuild partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

8. If reconstruction or restoration has not actually commenced within one year from the date of any damage to which subsection 6 of this Article is applicable, then (a) the covenant against partition provided in Article V shall terminate and be of no further force or effect; (b) the conditions for partition pursuant to subsection (4) of Section 752(b) of the Code of Civil Procedures shall be deemed to have been met, and (c) a majority of the Board, as soon as reasonably possible and as agent for all Owners pursuant to paragraph 9 below and after recording the certificate required thereby, shall sell the entire Development, in its then condition, free from the effect of these restrictions, which shall terminate upon such sale, on terms satisfactory to it. The net proceeds of the sale (or of any judicial partition sale) shall thereupon be distributed to the Owners in proportion to their undivided

interest in the Common Areas, and the mortgagees of, or holders of deeds of trust upon the interests of such Owners, as their interests may appear. Any distribution of the proceeds of such a sale shall take into account any insurance proceeds which have been distributed or are available for distribution.

9. Each of the Owners irrevocably appoints the Mutual as attorney-in-fact and irrevocably grants to the Mutual full power in the name and stead of such Owner to sell the entire Project, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Project may be had under Section 1359 of the Civil Code and under the circumstances authorizing partition under these Restrictions. The power of attorney shall (i) be binding on all Owners, whether they assume the obligations under these Restrictions or not; (ii) be exercisable by a majority of the Board acting on behalf of the Mutual, subject to obtaining the approval by vote or written consent of 75 percent of the owners and 75 percent of all institutional first Mortgagees; and (iii) be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under the authority of these Restrictions. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

## ARTICLE XI

### Encroachments

None of the rights and obligations of the Owners created herein, or by the Deed, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

## ARTICLE XII

### Utilities

1. Utility Rights. The rights and obligations of the Owners with respect to lines, connections, cables, wires and conduits for sanitary sewer, water, gas, electricity, telephone, television, air-conditioning, solar energy and other utilities, hereinafter collectively referred to as "said connections or lines," shall be governed by the following:

(a) Wherever said connection or lines are installed within the Project, which connections or lines or any portion thereof, lie in or upon portions of the Project owned by others than the Owner of a unit served by said connections or lines shall have the right and is hereby granted a non-exclusive easement, to the full extent necessary therefor, to enter upon such portion of the Common Area or Unit or to have the utility companies enter thereupon to repair, replace and generally maintain said connections or line as when the same may be necessary as set forth below.

(b) Wherever said connections or lines are installed within the Project, which connections or lines serve more than one Unit, the Owner of each Unit served by said connections or lines shall be entitled to the full use and enjoyment of such portions of said connection or lines as services to his Unit.

(c) In the event any portion of said connections or lines is damaged or destroyed through the negligent act or acts or failure to act, or willful misconduct of an Owner or any of his employees, agents, invitees, tenants or guests, so as to deprive other Owners of the full use and enjoyment of said connections or lines, then such connections or lines shall be repaired and restored by the Mutual, but at the expense of the Owner or commits or whose guests, agents or employees commit, such act or acts.

(d) In the event of any portion of such connection or lines is damaged or destroyed by some other cause other than the negligence of willful misconduct of any Owner, his employees, agents, guests, tenants or invitees (including ordinary wear and tear and deterioration from lapse of time), then in such event, such connections or lines shall be repaired and restored by the Mutual, such repair and restoration to be paid out of the assessments levied in accordance with Article III, Section 2.

(e) In the event of a dispute between Owners with respect to the repair or rebuilding of said connection lines, or with respect to the sharing of the cost thereof, the matter shall be submitted to the arbitration in accordance with Article XIV.

2. Easements. Each Owner shall have and is hereby granted a non-exclusive easement through any Unit and Common Area for the furnishing of all utility services, television cable service, heating, air-conditioning, and solar energy within his Unit, which facilities shall include but not be limited to conduits, cables, ducts, plumbing and wiring, shall be appurtenant to his Unit, and all other Units and Common Area shall be subject thereto; provided, however,

that easements for such services shall, at all times be and remain substantially in accordance with the initial construction of the Project or the Project as reconstructed upon damage or destruction, pursuant to the terms of Article X.

### ARTICLE XIII

#### Remedies

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times and for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such right or remedies for the same or different defaults, or for the same or different failures of the Owners to perform or observe any provision of this Agreement.

### ARTICLE XIV

#### ARBITRATION

Any and all claims, demands, questions, disputes, or controversies between Declarant and the Mutual, any Owner, Mortgages or Manager, arising out of or in any way related to the purchase, sale, ownership, construction, design or engineering of any Unit or Common Area of the Project, or any part thereof, or the coverage of this arbitration provision, shall be submitted to and be determined and settled by arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association as such rules shall be in effect on the date of delivery of demand for arbitration. The arbitration of any such issue shall be to the exclusion of any court of law or equity. The decision of the arbitrators, or a majority of them, shall be final and binding upon all parties and their respective heirs, executors, administrators, successors and assigns.

There shall be three arbitrators, one to be chosen directly by each party and the third arbitrator to be selected by the two arbitrators so chosen. Each party shall pay the fees of the arbitrator selected by him and shall split the fees of the third arbitrator. The prevailing party shall be awarded his or its costs, including reasonable attorneys fees, and the fees and costs of the arbitrators and arbitration.

## ARTICLE XV

### Notices

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered one (1) day after a copy of same has been deposited in the united States mail, postage prepaid, addressed to an Owner at the address given to the Mutual, or addressed to the Mutual at 1001 Golden Rain Road, Walnut Creek, California. If such notice is sent by regular mail, it shall be deemed to have been delivered when received. Any such address may be changed from time to time by notice in writing from an Owner to the Mutual or from the Mutual to the Owners, as the case may be.

## ARTICLE XVI

### Amendment

1. Subject to the provisions of Section 2 of Article IX, the provisions of these Restrictions may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Mutual, certifying that such amendment has been approved by the vote or written consent of the Record Owners of at least three-fourths (3/4ths) of the Condominiums in the Mutual. Such an amendment shall be effective upon its recordation with the Contra Costa County Recorder.

2. Until the close of any escrow in the sale of Condominium Unit in the area described in Exhibit A, Declarant shall have the right to terminate and, with the prior consent of Foundation, to modify or amend these restrictions by the recordation of a supplement hereto setting forth such terminate, modification or amendment. Declarant shall likewise have the right to terminate and, with the prior consent of the Foundation, to modify or amend these restrictions prior to the close of any escrow for a sale of a Condominium Unit in any other parcel of real property which may hereafter be made subject to these covenants, conditions and restrictions. These restrictions terminate and supersede, insofar as the real property set forth in Exhibit A is concerned, those certain deed restrictions recorded at page 87 of book 5267 of the Official Records of the Recorder of Contra Costa County.

ARTICLE XVII

Attorney Fees

If an Owner defaults in making a payment of Carrying Charges and the Mutual has obtained the services of an attorney with respect to the defaults involved, the Owner covenants and agrees to pay to the Mutual any costs or fees involved including reasonable attorney's fees, whether or not a suit is instituted. In case a suit is instituted, the Owner shall also pay the costs of the suit, in addition to other aforesaid costs and fees.

ARTICLE XVIII

Interpretation

The provisions of these Restrictions shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Condominium Projects. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. In case any one of the provisions contained in these Restrictions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions hereof, but these Restrictions shall be construed as if such invalid, illegal or unenforceable provisions had never been included. Whenever the context so requires, the singular number includes the plural and the converse; and the masculine gender includes the female and/or neuter.

IN WITNESS WHEREOF, Declarant has affixed its signature this 22nd day of November, 1994.

UDC Homes, Inc, a Delaware corporation, doing business in the State of California as  
UDC HOMES

by 

JON PAYNTER, Vice President

By \_\_\_\_\_

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA )ss  
COUNTY OF CONTRA COSTA }

On NOVEMBER 22, 1994, before me, CHERYL SCHANEN, a Notary  
Public in and for said State, personally appeared JON PAYNTER\*\*\*\*\*  
\*\*\*\*\*

*personally/known to/me/* proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Cheryl Schanen*



(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

COVENANTS, CONDITIONS AND RESTRICTIONS  
Title or Type of Document

NOVEMBER 22, 1994  
Date of Document

## LEGAL DESCRIPTION

Real property in the State of California, County of Contra Costa, City of Walnut Creek, described as follows:

## PARCEL ONE

All that certain parcel of land described as Parcel One in the deed of Trust executed by Terra California, a California corporation, recorded May 23, 1974, in Book 7233, Page 490 Official Records.

EXCEPTING FROM PARCEL ONE the following:

All of Lots 1 and 2, as shown on the map of "Subdivision 4626, City of Walnut Creek, Contra Costa County, State of California", filed May 28, 1974, in Book 169 of Maps, Pages 20-22, in the office of the County Recorder of Contra Costa County. (Mutual No. 39)

All of Lot 1, as shown on the map of "Subdivision 4639, City of Walnut Creek, Contra Costa County, State of California", filed August 27, 1974, in Book 172 of Maps, Pages 43-46, in the office of the County Recorder of Contra Costa County. (Mutual No. 40)

All of that parcel as shown on the map of "Subdivision 4706, City of Walnut Creek, Contra Costa County, State of California", filed June 25, 1975 in Book 179 of Maps; Pages 6-8, in the office of the County Recorder of Contra Costa County. (Mutual No. 41)

All of Lot 1, as shown on the map of "Subdivision 4817, City of Walnut Creek, Contra Costa County, State of California", filed April 21, 1976, in Book 183 of Maps, Pages 38-40, in the office of the County Recorder of Contra Costa County. (Mutual No. 44)

All of Lots 1, 2, 3 and 4, as shown on the map of "Subdivision 4850, City of Walnut Creek, Contra Costa County, State of California", filed October 13, 1976, in Book 190 of Maps, Pages 34-37, in the office of the County Recorder of Contra Costa County. (Mutual No. 45)

All of Lot 1, as shown on the map of "Subdivision 4928, City of Walnut Creek, Contra Costa County, State of California", filed March 28, 1977, in Book 195 of Maps, Pages 7-9, in the office of the County Recorder of Contra Costa County. (Mutual No. 46)

All of Lot 1, and Saklan Indian Drive, as shown on the map of "Subdivision 4985, City of Walnut Creek, Contra Costa County, State of California", filed May 5, 1977, in Book 196 of Maps, Pages 15-17, in the office of the County Recorder of Contra Costa County. (Mutual No. 43)

All of Lots 1, 2, 3 and 4 and Terra Granada Drive as shown on the map of "Subdivision 5001, City of Walnut Creek, Contra Costa County, State of California", filed August 23, 1977, in Book 201 of Maps, Pages 26-29, in the office of the County Recorder of Contra Costa County. (Mutual No. 47)

All of Lot 1, as shown on the map of "Subdivision 4728, City of Walnut Creek, Contra Costa County, State of California", filed January 22, 1978, in Book 181 of Maps, Pages 42-44, in the office of the County Recorder of Contra Costa County. (Mutual No. 42)

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California Corporation, as Trustee, recorded July 8, 1974 in Book 7258, Page 101, Official Records.

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as Trustee, recorded August 27, 1974, in Book 7308, Page 319, Official Records.

That portion thereof described in the deed to Golden Rain Foundation of Walnut Creek, a California corporation, as trustee, recorded September 19, 1974, in Book 7326, Page 168, Official Records.

PARCEL ONE (CONTINUED)

All of Lots One, Two, Three and four as shown upon the map entitled "Subdivision 5218 (Mutual No. 48)", filed December 26, 1978, in Book 220 of Maps, Pages 9, 10 11, and 12, Contra Costa County Records.

All of Lots 1 and 2 as shown upon the map entitled "Subdivision 5219 (Mutual 49)," filed December 26, 1978, in Book 220 of Maps, Pages 13, 14, and 15, Contra Costa County Records.

All of Parcel A, as shown upon the map entitled "Parcel Map MS. W.C. 10-80 Mutual 52", filed July 24, 1980, in Book 88.P.M., Pages 1 & 2, Contra Costa County Records.

Lot 1, as shown upon the map of Subdivision 5240, Mutual 51, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records.

Lot 2, as shown upon the map of Subdivision 5240, Mutual 51, filed October 25, 1984, in Map Book 284, Page 1, Contra Costa County Records

Lots 1 & 2 , as shown upon the map of Subdivision 6701, Mutual 53, filed January 21 , 1987, in Map Book 310 , Page 41 , Contra Costa County Records.

Lots 1, 2 & 3 as shown on the map of Subdivision 6873, Mutual 50, filed September 8, 1987, in Map Book 316, Page 24, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7159, filed December 12, 1988, in Map Book 328, Page 17, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7176, filed April 7, 1989, in Map Book 332, Page 21, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7444, filed February 23, 1990, in Map Book 342, Page 23, Contra Costa County Records.

Lot 1, as shown on the map of Subdivision 7403, filed June 22, 1990, in Map Book 348, Page 38, Contra Costa County Records.

PARCEL TWO

at parcel of land described in the deed from Acalanes Union High School District of Contra Costa County to Rossmoor Corporation, a California corporation, dated February 7, 1964, recorded February 21, 1964 in Book 4558, Page 579, Official Records, Instrument No. 16389, described as follows:

Portion of Rancho San Ramon, described as follows:

Commencing at the most Eastern corner of the parcel of land described in the Final Order of Condemnation had in the local Superior Court, Case No. 69670, a certified copy of which was recorded October 7, 1957 in Book 3055 of Official Records, page 497; thence from said point of commencement along the exterior lines of said parcel, 3055 OR 497, South 32°00' 40" West 333.16 feet and South 57°59' 20" East 110 feet to the true point of beginning; thence from said true point of beginning continuing along said exterior lines South 57°59' 20" East 108.80 feet and Southwesterly along the arc of a nontangent curve to the right having a radius of 450 feet an arc distance of 184.49 feet to a point which bears South 32°00' 40" West from the true point of beginning; thence North 32° 00' 40" East, 147.39 feet to the true point of beginning. (Small Triangle Adj. to High School property near Union Station).

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PARCEL THREE

The 28 foot easement for ingress and egress reserved by Terra California in Grant deed dated July 1, 1969 and recorded July 17, 1969 in Book 5922 of Official Records, Page 323, Instrument No. 50859, Contra Costa County. (Easement thru Mutual No. 8)

PARCEL FOUR

That parcel of land described in the deed to Terra California, recorded December 10, 1970, in Book 6272, Page 326, Official Records.

EXCEPTING THEREFROM: That portion described in the deed to Golden Rain Foundation of Walnut Creek, as Trustee, recorded July 8, 1974, in Book 7268, Page 101, Official Records.

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PARCEL FIVE

The rights of way and rights as reserved in the deed from Terra California, a corporation, recorded June 20, 1974, in Book 7254, Page 68, Official Records. (See encumbrance No. 53 herein)

PARCEL SIX

A right of way for soil embankment and subdrainage purposes as reserved in the deed from Terra California, recorded July 8, 1974, in Book 7268, Page 101, Official Records. (See property exception No. 82 herein)

PARCEL SEVEN

That portion of Rossmoor Parkway, as described in the deed recorded August 27, 1974, in Book 7308, Page 313, Official Records.

PARCEL EIGHT

1 that parcel of land described in the deed recorded September 19, 1974, in Book 7326, Page 165, Official Records.

PARCEL NINE

7 easement to be used in common with others, for ingress and egress, public utilities, and for all purposes incidental thereto, including but not limited to, the construction, installation, replacement, repair, maintenance, operation and use of all necessary or desirable roadways, sidewalks and conduits over all those areas designated Golden Rain Road, Tice Creek Drive, Rockledge Land, Oakmont Way, Crescent Circle, and Oakmont Drive, all as shown on those certain Record of Survey Maps, filed February 13, 1964, in License Survey Map Book 25, at Pages 48, 49 and 50, in the office of the County Recorder of said county, and Tice Creek Drive, Crescent Circle, Running Springs Road, as shown on that certain Record of Survey Map, filed March 11, 1964, in License Survey Map, Book 26, at page 36, in the office of the County Recorder of said County, Tice Creek Drive, Leisure Lane and Stanley Dollar Drive, as shown on that certain Record of Survey Map, filed April 8, 1964, in License Survey Map Book 27, at page 7, in the office of the County Recorder of said county, Golden Rain Road, Pine Knoll Drive and Oakmond Drive, as shown on that certain record of Survey Map, filed May 15, 1964, in License Survey Map Book 27, at Page 43 and 44, in the office of the County Recorder of said county, Pine Knoll Drive as shown on that certain Record of Survey Map, filed August 5, 1964, in License Survey Map Book 29, at Page 20, in the office of the County Recorder of said county, upper Golden Rain Road and lower Golden Rain Road, as shown on that certain Record of Survey Map, filed September 10, 1964, in License Survey Map Book 30, at Page 18, in the Office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 40, in the office of the County Recorder of said county, Golden Rain Road, as shown on that certain Record of Survey Map, filed April 1, 1965, in License Survey Map Book 33, at Page 41, in the office of the County Recorder of said county, Tice Creek Drive and singing Wood Court, as shown on that certain Record of Survey Map, filed December 17, 1965, in License Survey Map Book 38, at Page 58, in the Office of the County Recorder of said County, Canyonwood Court and Tice Creek Drive, as shown on that certain Record of Survey Map, filed March 9, 1966, in License Survey Map Book 40, at Page 34, in the office of the County Recorder of said County, Ptarmigan Drive and Tice Creek Drive as shown on that certain Record of Survey Map, filed April 27, 1966, in License Survey Map Book 42, at Page 5, in the Office of the County Recorder of said County, Tice Creek Drive, as shown on that certain Record of Survey Map, filed February 3, 1947, in License Survey Map Book 46, at page 37, in the office of the County Recorder of said county, all that Portion of Rossmoor Parkway, as shown on the Record of Survey referred to above at Page 48, lying northwesterly of a line drawn North  $63^{\circ}43'45''$  East from the southern terminus of that certain curve concave to the South, having a radius of 24 feet, and forming the intersection of Golden Rain Road and Rossmoor Parkway, as shown on that certain Record of Survey Map, filed February 13, 1964, in License Survey Map Book 25, at Page 48, in the office of the County Recorder of said county, all that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at page 13, Contra Costa County Records, lying northwesterly of the extension South  $64^{\circ}03'47''$  West of the southwestern line of Parcel 36, as shown on said Map, that portion of Tice Creek Drive, as shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, lying southerly of the westerly prolongation of that northerly line of Parcel 37, as shown on said Map as having a bearing of North  $64^{\circ}03'47''$  East, that portion of Section ten, Township 1 South, Range 2 West, Mount Diablo Base and Meridian, described as follows:

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PARCEL NINE (CONTINUED)

Beginning at the intersection of the southwestern line of Parcel 37, with the southeastern line of Parcel 38, as said Parcels are shown on that certain revised Parcel Map, filed June 28, 1968, in Book 4 of Parcel Maps, at Page 13, Contra Costa County Records, running thence along said southeastern line, south 28°29' west 52 feet; thence from a tangent which bears south 61°31' east, on the arc of a curve to the left, having a radius of 626 feet; through a central angle of 5°22', a distance of 58.63 feet; thence North 23°07' east 52 feet to said southwestern line of Parcel 37; and thence along the last named line, from a tangent which bears North 66°53' West, on the arc of a curve to the right having a radius of 574 feet, concentric with the aforementioned curve having a radius of 626 feet, through a central angle of 5°22', a distance of 53.76 feet to the point of beginning, all that certain area designated as Skycrest Drive, as shown on that certain Parcel Map, filed October 28, 1968, in Book 6 of Parcel Maps, at Page 12, Contra Costa County Records, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3916, City of Walnut Creek, Contra Costa County, California", filed July 15, 1969, in Book 127 of Maps, Pages 8 and 9, in the office of the County Recorder of Contra Costa County, all that certain area designated as Skycrest Drive, as shown on that certain Map of "Subdivision 3962, City of Walnut Creek, Contra Costa County, California", filed September 24, 1969, in Book 128 of Maps, Pages 15 and 16, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Tice Creek Drive and Stony Hill Way now Avenida Sevilla as said Drive and Way are shown on that certain Map of "Subdivision 3960, City of Walnut Creek, Contra Costa County, California", filed November 18, 1969, in Book 129 of Maps, Pages 15 and 16 in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4008", filed July 1, 1970, in Book 131 of Maps, Pages 35, 36 and 37, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4128", filed May 5, 1971, in Book 136 of Maps, Pages 47, 48 and 49, in the office of the County Recorder of Contra Costa County, and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4213", filed November 3, 1971, in Book 141 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County and all that certain area designated as Ptarmigan Drive, as shown on that certain Map of "Subdivision 4297", filed July 6, 1972, in Book 148 of Maps, Pages 7, 8 and 9, in the Office of the County Recorder of Contra Costa County, and all that certain area designated as Terra Granada Drive, as shown on that certain Map of "Subdivision 4431", filed March 22, 1973, in Book 166 of Maps, Pages 9, 10 and 11 in the office of the County Recorder of Contra Costa County, and all that certain area designated Rossmoor Parkway, Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4436 (Mutual 36)", filed July 19, 1973, in Book 160 of Maps, Pages 23, 24 and 25, in the office of the County Recorder of Contra Costa County and all that certain area designated Terra California Drive and Cactus Court, as shown on that certain Map of "Subdivision 4511 (Mutual 37)" filed September 21, 1973, in Book 163 of Maps, Pages 28, 29 and 30, in the office of the County Recorder of Contra Costa County, and Terra California Drive, as shown on that certain Map of "Subdivision 4553 (Mutual No. 38)" filed January 25, 1974 in Book 166 of Maps, Pages 30, 31 and 32, in the office of the County Recorder of Contra Costa County, and all those certain areas designated as Terra California Drive and Commonwealth Drive, as shown on that certain map of "Subdivision 4626 (Mutual No. 39)" filed May 22, 1969, in Book 169 of Maps, Pages 20, 21 and 22 in the office of the County Recorder of Contra Costa County, all those certain areas designated as Commonwealth Drive, Terra California Drive and Rossmoor Parkway, as shown on that certain map of "Subdivision 4639 (Mutual No. 40)" filed August 27, 1974, in Book 172 of Maps, Pages 43, 44, 45 and 46 in the office of the County Recorder of Contra Costa County, all those certain areas designated as (existing) Sakland Indian Drive and (existing) Terra California Drive,

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PARCEL NINE (CONTINUED)

as shown on that certain map of "Subdivision 4706 (Mutual No. 41)" filed June 25, 1975, in Book 179 of Maps, Pages 6, 7 and 8 in the office of the Recorder of Contra Costa County, all that certain area designated as Terra California Drive, as shown on that certain map of "Subdivision 4728 (Mutual No. 42)" filed January 22, 1976, in Book 181 of Maps, Pages 42, 43 and 44 in the office of the County Recorder of Contra Costa County, all that certain area designated as Saklan Indian Drive, as shown on that certain map of "Subdivision 4985 (Mutual No. 43)" filed May 5, 1977, in Book 196 of Maps, Pages 15, 16 and 17 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on the map of "Subdivision 4817 (Mutual No. 44)" filed April 21, 1976, in Book 183 of Maps, Pages 38, 39 and 40 in the office of the County Recorder of Contra Costa County, all that certain area designated as Rossmoor Parkway, as shown on that certain map of "Subdivision 4850 (Mutual No. 45)" filed October 13, 1976, in Book 190 of Maps, Pages 34, 35, 36 and 37 in the office of the County Recorder of Contra Costa County, all that certain area designated as Avenide Sevilla, as shown on that certain map of "Subdivision 4928 (Mutual No. 46)" filed March 28, 1977, in Book 195 of Maps, Pages 7, 8 and 9 in the office of the County Recorder of Contra Costa County, all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 5001 (Mutual 47)" filed August 23, 1977, in Book 201 of Maps, Pages 26, 27, 28 and 29 in the office of the County Recorder of Contra Costa County and all that certain area designated as Terra Granada Drive, as shown on that certain map of "Subdivision 4414 (Mutual No. 33)" filed May 24, 1973, in Book 157 of Maps, Pages 39, 40 and 41 in the office of the County Recorder of Contra Costa County.

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EXCEPTING FROM PARCELS ONE THROUGH NINE:

The mineral rights as reserved in the Quitclaim deed from Rossmoor Corporation recorded May 17, 1968, in Book 5626, Page 879, Official Records, to wit: "All easements and rights of way and all other rights and interests previously reserved by Grantor (excepting all minerals, oil, gas, petroleum, naphtha and other hydrocarbon substances lying in or under or that may be produced from said land below a depth of 500 feet (Measured vertically) below the present surface of said land, together with all necessary and convenient rights to explore for, develop, produce, extract and take the same, including the exclusive right to directionally drill into and through said land from other lands and into the subsurface of other lands, all subject to however, to the conditions and limitations that, in that enjoyment of the interest hereby reserved, the Grantor, its successors and assigns may not enter upon the surface of said land, nor upon the subsurface thereof above a depth of 500 feet (measured vertically) below the present surface of said land, all as previously reserved by Grantor)".

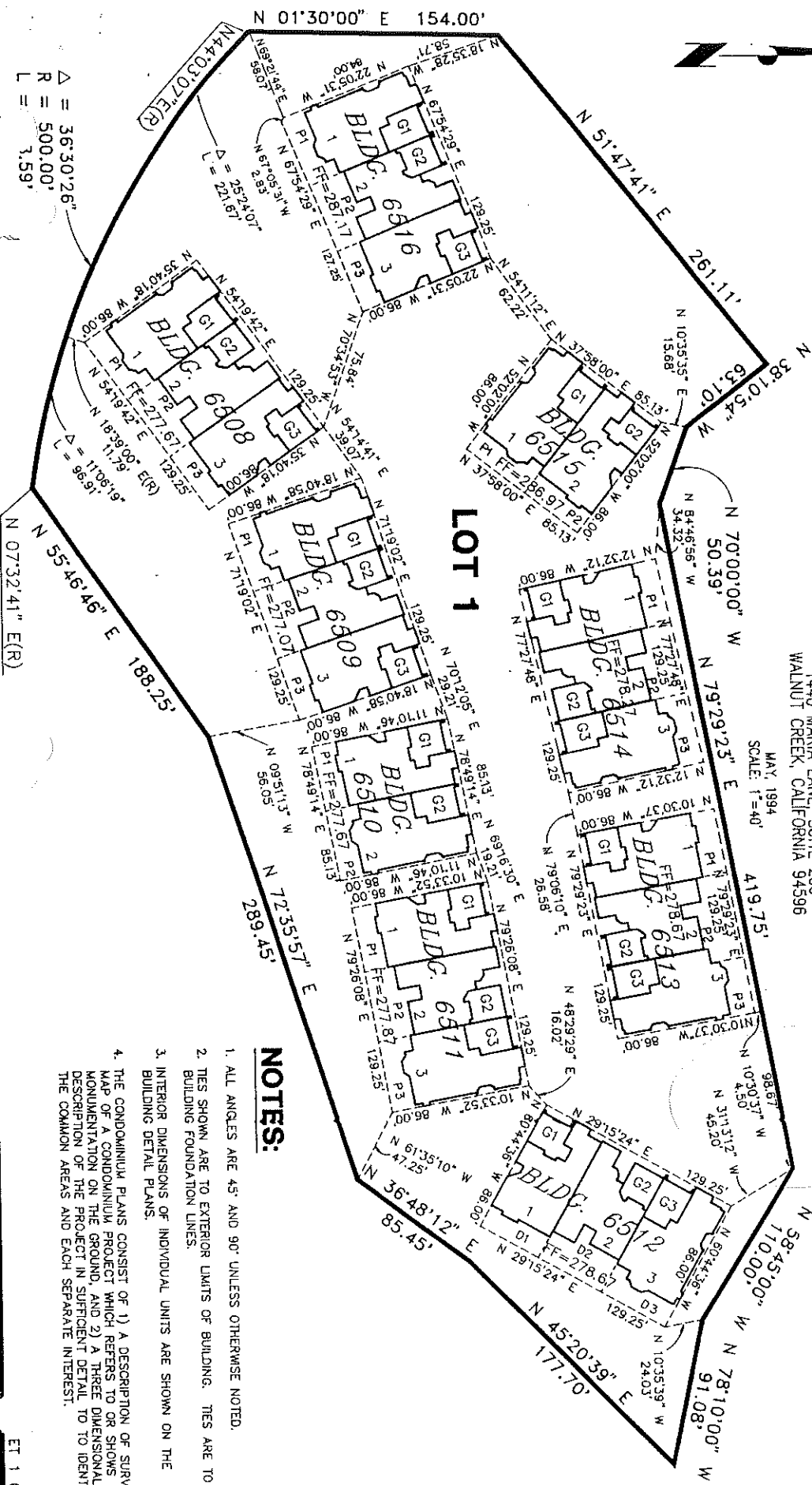
PARCEL TEN

All that certain parcel of land described in the deed to Terra California, a California corporation, recorded June 25, 1975 in Book 7548, Page 148, Official Records.

# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**DK ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=40'



## LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
- - -	BUILDING ENVELOPE
1	UNIT NUMBER
6510	BUILDING NUMBER
(T)	TOTAL
(R)	RADIAL
P	PATIO
D	DECK

## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
3. INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
4. THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

△ = 36°30'26"  
 R = 500.00'  
 L = 1.59'

94 292899

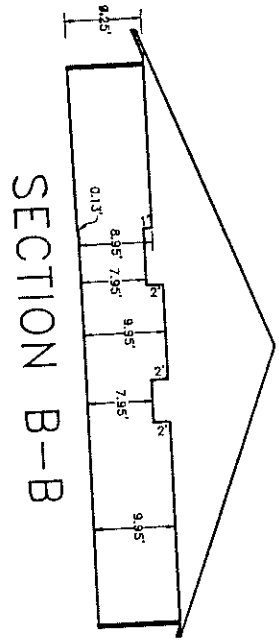
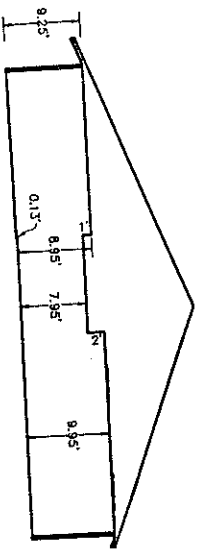
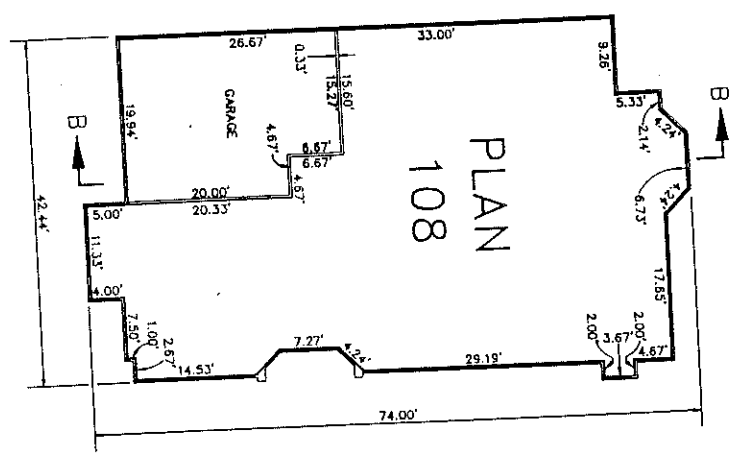
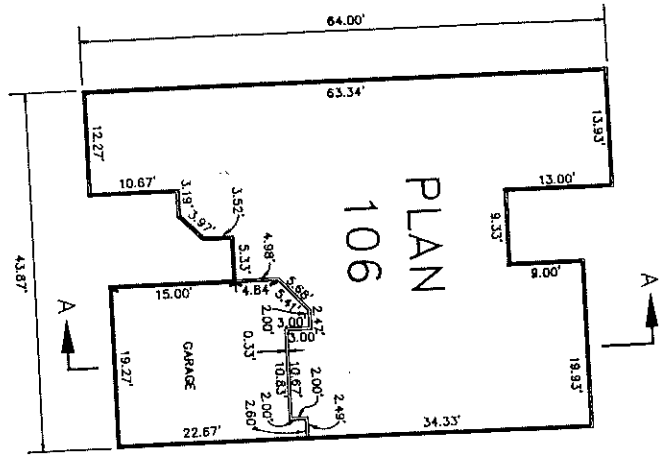
# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=10'

## LEGEND

FF	FINISH FLOOR ELEVATION
C	GARAGE
R	REVERSED UNIT
1	BUILDING ENVELOPE
6508	UNIT NUMBER
(1)	BUILDING NUMBER
(1)	TOTAL



## NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
2. TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
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# CONDOMINIUM PLAN

MUTUAL 65

SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA

**dk ASSOCIATES, INC.**

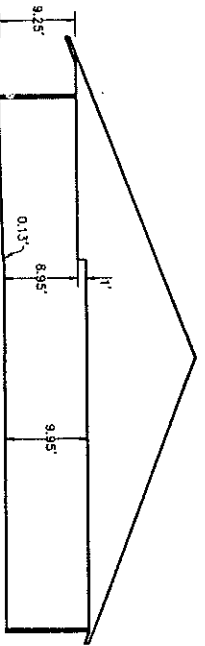
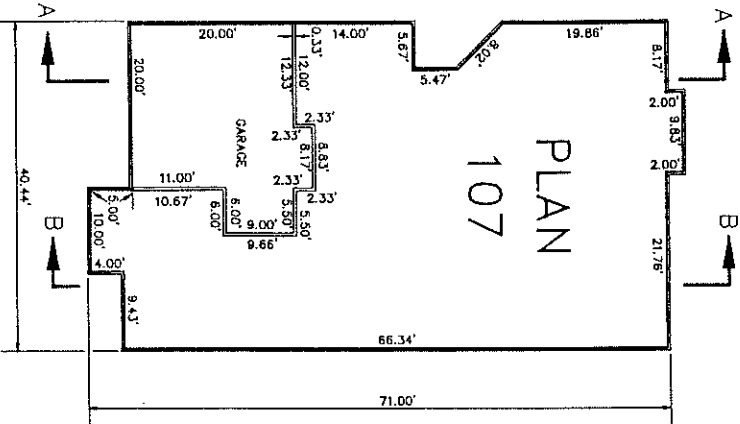
CIVIL ENGINEERING-PLANNING-SURVEYING

1440 MARIA LANE, SUITE 200

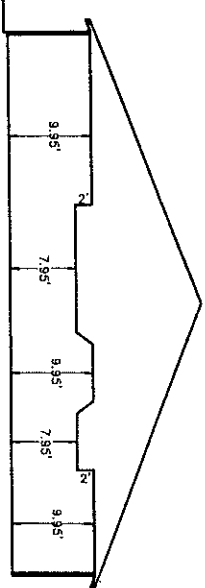
WALNUT CREEK, CALIFORNIA 94596

MAY, 1994

SCALE: 1"=10'



SECTION A-A



SECTION B-B

**LEGEND**

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
1	BUILDING ENVELOPE
8508	UNIT NUMBER
(7)	BUILDING NUMBER
	TOTAL

**NOTES:**

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94 292899

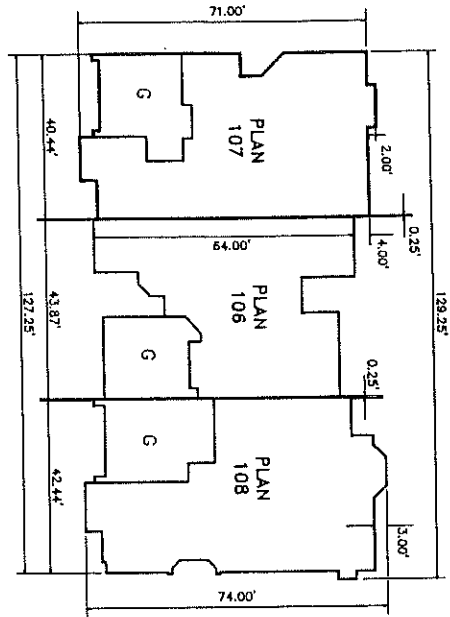
# CONDOMINIUM PLAN

## MUTUAL 65

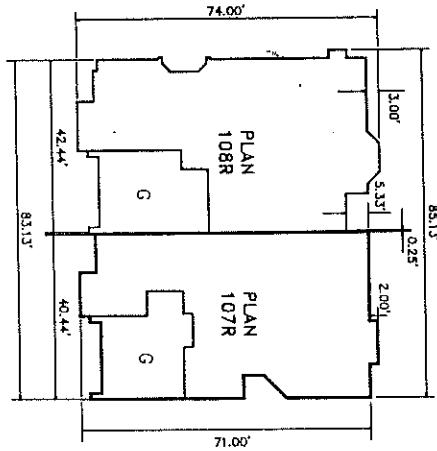
### SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

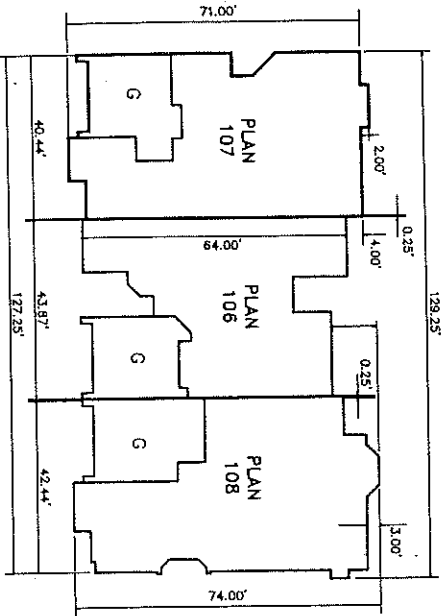
MAY, 1994  
 SCALE: 1"=20'



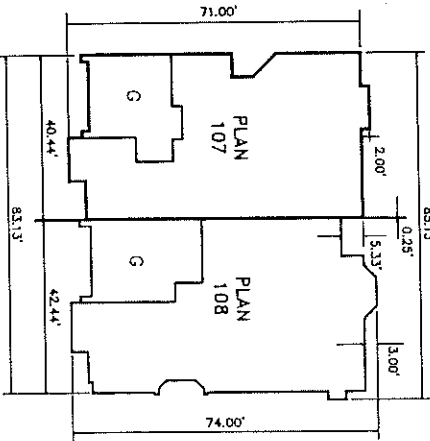
BLDG. 6508



BLDG. 6510



BLDG. 6509  
 BLDG. 6516



BLDG. 6515

LEGEND	
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
- - -	BUILDING ENVELOPE
1	UNIT NUMBER
6508	BUILDING NUMBER
(7)	TOTAL

### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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# CONDOMINIUM PLAN

## MUTUAL 65

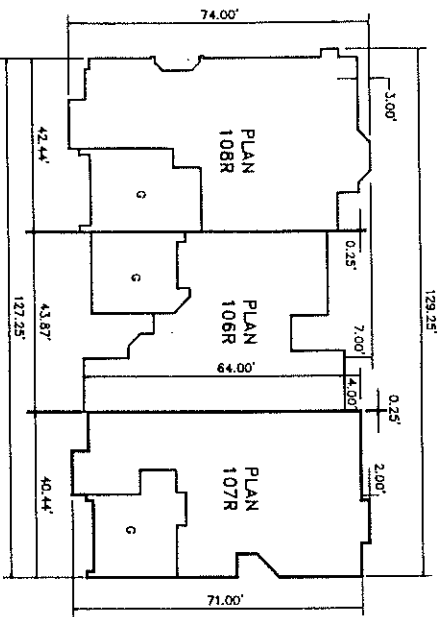
### SUBDIVISION 7674

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

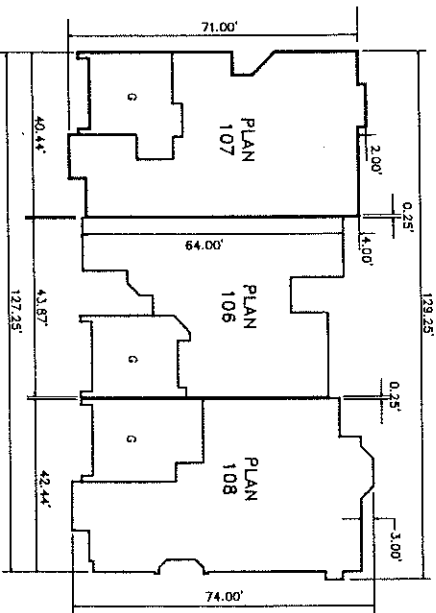
MAY 1994  
 SCALE: 1"=20'

#### LEGEND

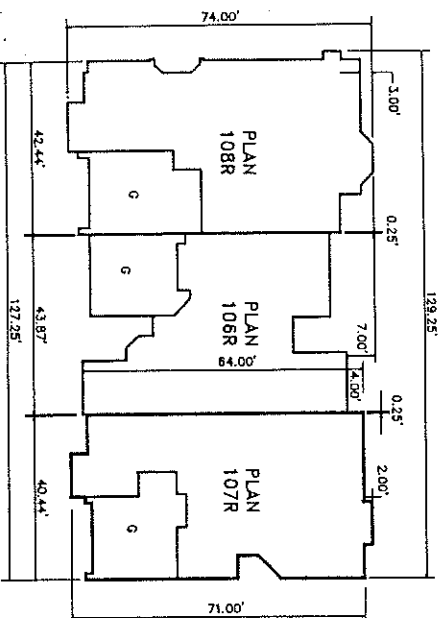
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
1	UNIT NUMBER
6508	BUILDING NUMBER
(T)	TOTAL
P	PATIO



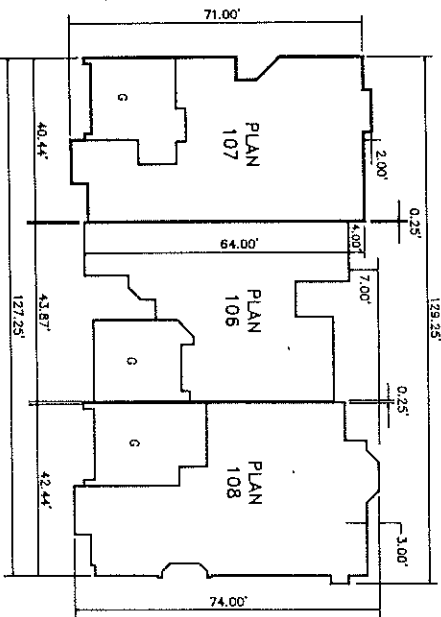
BLDG. 6511



BLDG. 6513



BLDG. 6512



BLDG. 6514

#### NOTES:

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94 292899

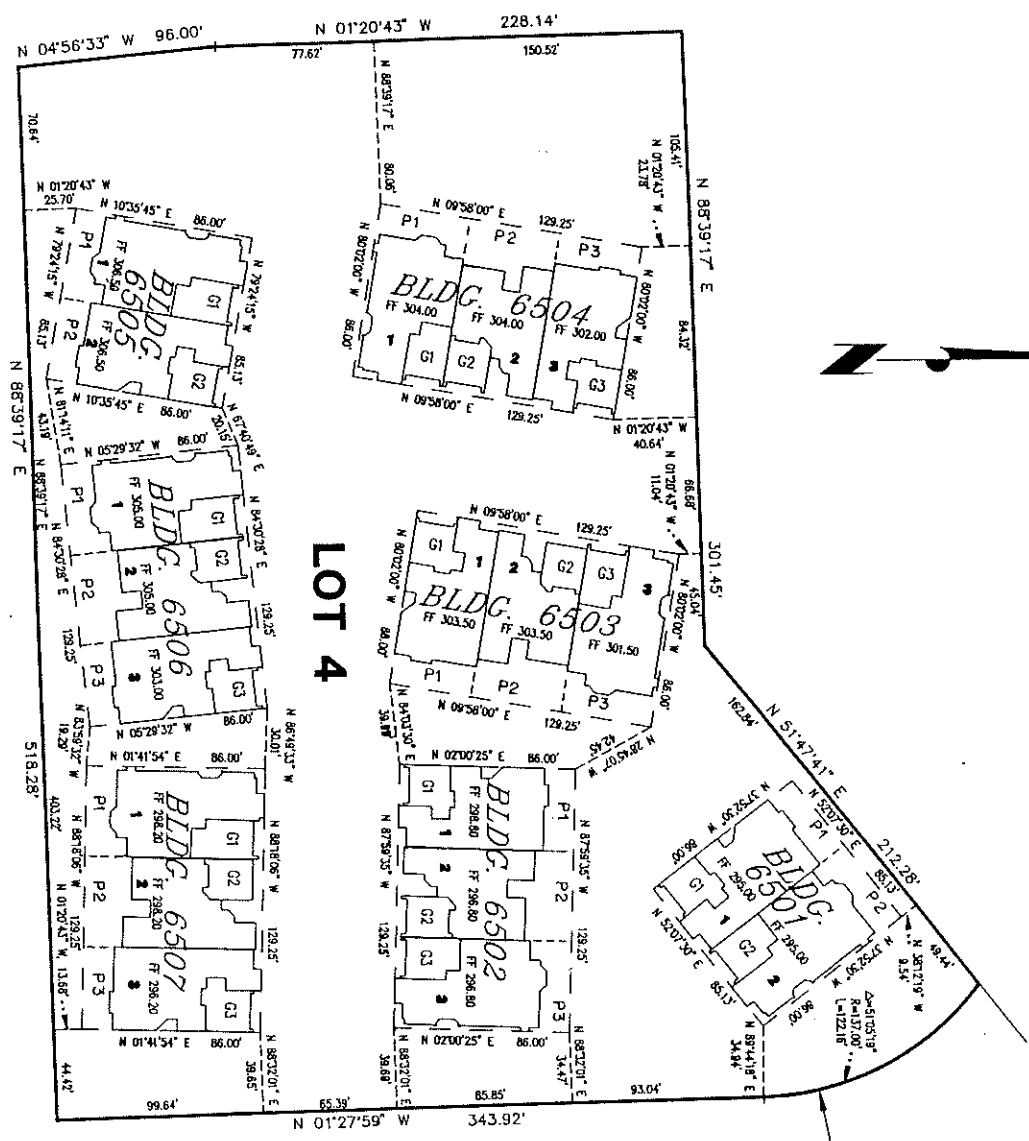
# CONDOMINIUM PLAN

## MUTUAL 65

### SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**DK ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
 SCALE: 1"=40'  
 Δ = 51'-10".48"  
 R = 137.00'  
 L = 123.57'



#### LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING THE
---	UNIT NUMBER
---	BUILDING NUMBER
P	PATIO

#### NOTES:

1. ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
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94 292899

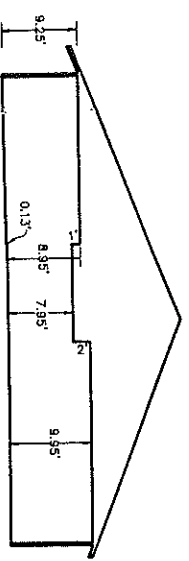
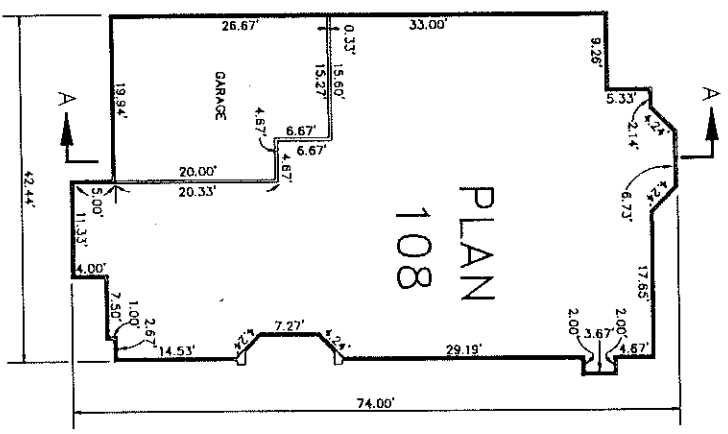
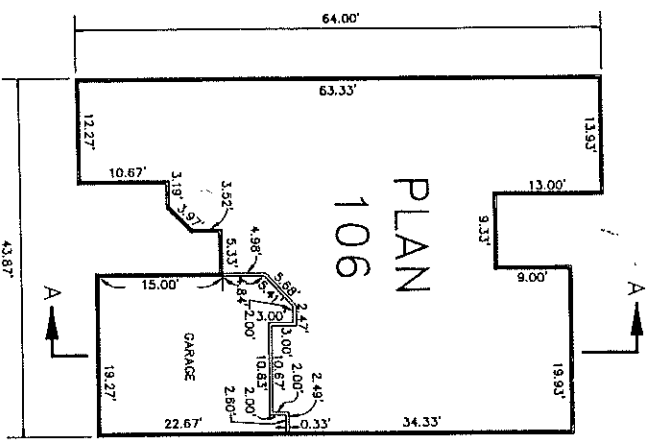
# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

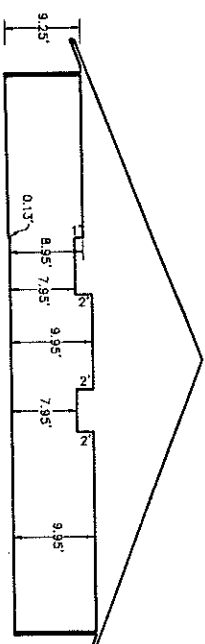
MAY, 1994  
SCALE: 1"=10'

## LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING THE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER



SECTION A-A



SECTION A-A

## NOTES:

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# CONDOMINIUM PLAN

## MUTUAL 65

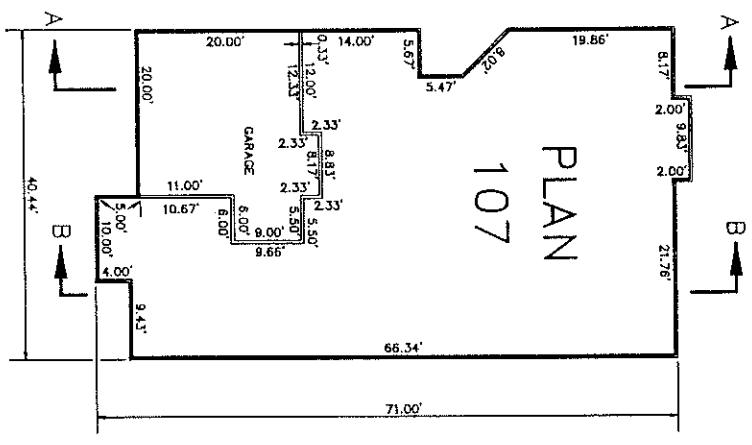
### SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**DK ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

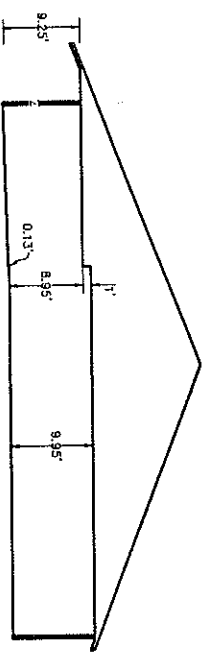
MAY, 1994  
 SCALE: 1"=10'

#### LEGEND

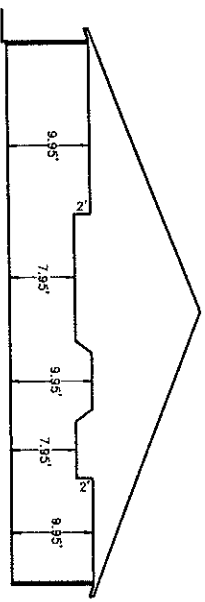
FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
---	BUILDING TIE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER



SECTION A--A



SECTION B--B



#### NOTES:

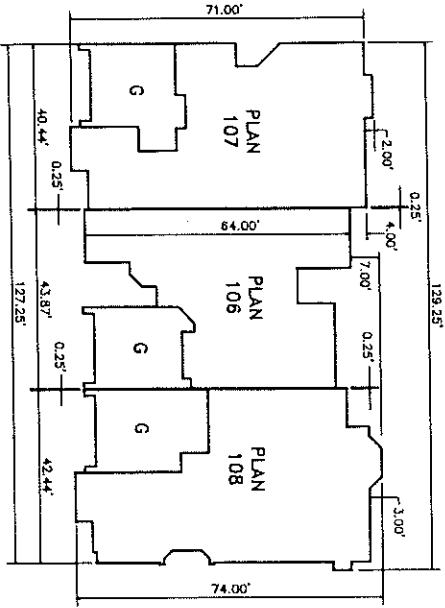
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94 292899

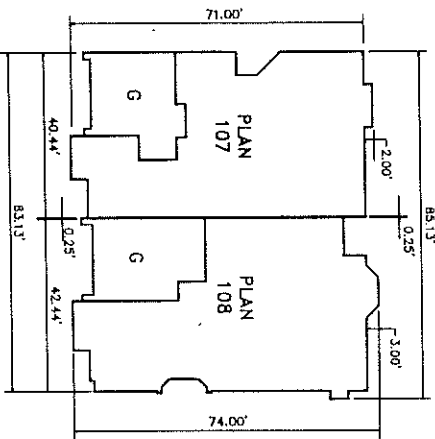
# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
SCALE: 1"=20'



BLDG. 6502



BLDG. 6501  
BLDG. 6505

## LEGEND

PLAN 108	PLAN NUMBER
G	GARAGE
R	REVERSE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER

## NOTES:

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# CONDOMINIUM PLAN

MUTUAL 65

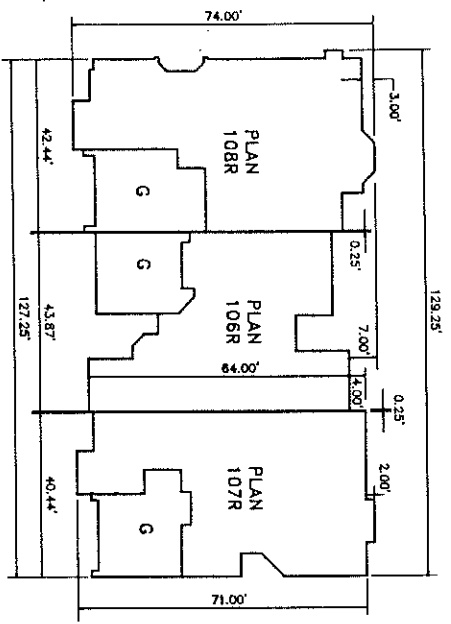
SUBDIVISION 7878

CITY OF WALNUT CREEK CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596

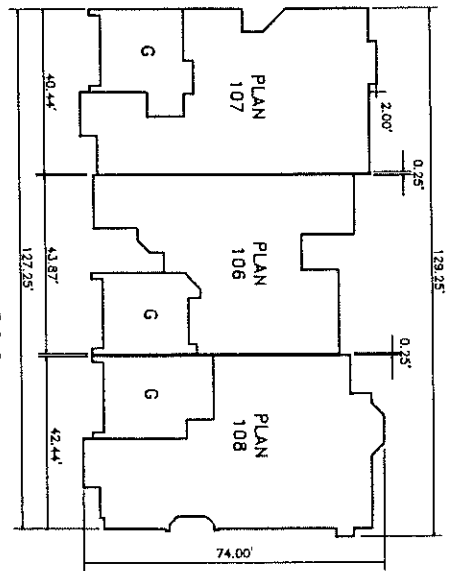
MAY, 1994  
 SCALE: 1"=20'

## LEGEND

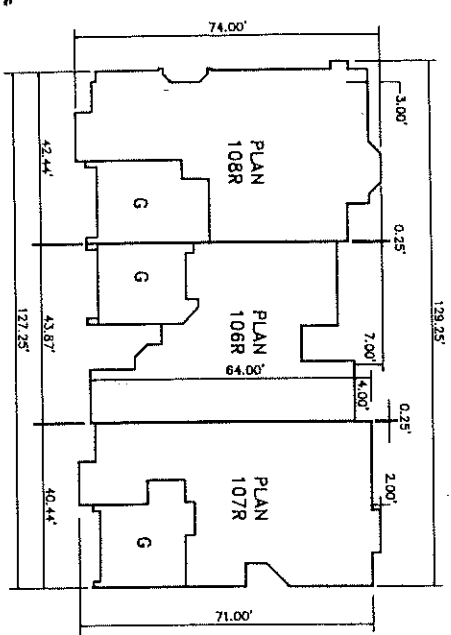
PLAN NUMBER	PLAN NUMBER
G	GARAGE
R	REVERSE
1	UNIT NUMBER
6502	BUILDING NUMBER



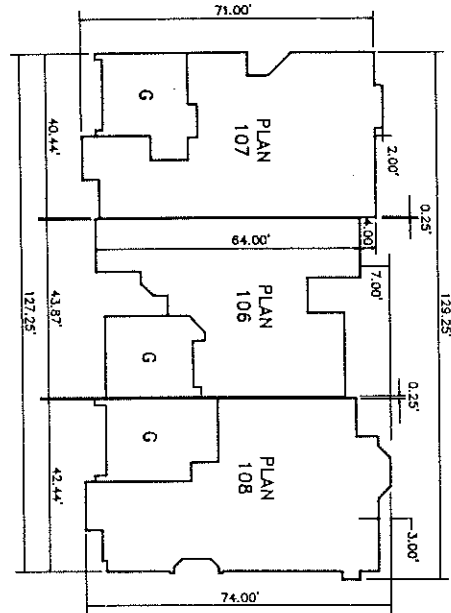
BLDG. 6503



BLDG. 6506



BLDG. 6504



BLDG. 6507

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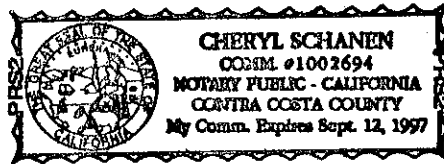
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA }ss  
COUNTY OF CONTRA COSTA }

On NOVEMBER 22, 1994, before me, CHERYL SCHANEN, a Notary  
Public in and for said State, personally appeared JON PAYNTER\*\*\*\*\*  
\*\*\*\*\*

~~personally/ known to me / (or~~ proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.  
WITNESS my hand and official seal.

Signature Cheryl Schanen



(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

COVENANTS, CONDITIONS AND RESTRICTIONS

Title or Type of Document

NOVEMBER 22, 1994

Date of Document

94 292899

EXHIBIT A

ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

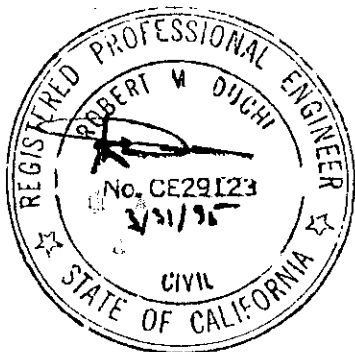
ALL OF THAT PARCEL OF LAND SHOWN WITHIN THE SUBDIVISION BOUNDARY OF SUBDIVISION 7878 AS SHOWN ON THE MAP OF SUBDIVISION 7878 RECORDED DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 40, CONTRA COSTA COUNTY RECORDS.

94 292899



ALL THAT REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF WALNUT CREEK, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 1 AS SHOWN ON THE MAP OF SUBDIVISION 7674, RECORDED ON DECEMBER 2, 1994, IN BOOK 376 OF MAPS AT PAGE 43, CONTRA COSTA COUNTY RECORDS.



# RECEIPT FOR PUBLIC REPORT

The Laws and Regulations of the Real Estate Commissioner require that you as a prospective purchaser or lessee be afforded an opportunity to read the public report for this subdivision before you make any written offer to purchase or lease a subdivision interest or before any money or other consideration toward purchase or lease of a subdivision interest is accepted from you.

In the case of a preliminary subdivision public report you must be afforded an opportunity to read the report before a written reservation or any deposit in connection therewith is accepted from you.

In the case of a conditional subdivision public report, delivery of legal title or other interest contracted for will not take place until issuance of a final subdivision public report. Provision is made in the sales agreement and escrow instructions for the return to you of the entire sum of money paid or advanced by you if you are dissatisfied with the final public report because of a material change. (See Business and Professions Code §11012.)

**DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED  
A COPY OF THE REPORT AND HAVE READ IT.**

I read the Commissioner's Public Report on 033043SA S00,  
(FILE NUMBER)  
TRACT 7878 & 7674, DEVONSHIRE, CONTRA COSTA COUNTY, CALIFORNIA.  
(TRACT NUMBER OR NAME)

I understand the report is not a recommendation or endorsement of the subdivision, but is for information only.

The issue date of the public report which I received and read is: MAY 18 1994.

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[DATE]

\_\_\_\_\_  
[ADDRESS]

**PRELIMINARY PUBLIC REPORT  
COMMON INTEREST SUBDIVISION (Short-Form)**

RE 603C (Rev. 10/92)

<b>SUBDIVISION INFORMATION</b>		
<b>NAME OF APPLICANT</b>	<b>DRE FILE NUMBER</b>	
UDC Homes, Inc., a California Corporation	033043SA S00	
<b>TRACT OR MAP NAME AND NUMBER</b>	<b>ISSUANCE DATE</b>	
Subdivision 7878 and Subdivision 7674	MAY 18 1994	
<b>ADVERTISING NAME (IF DIFFERENT)</b>	<b>COUNTY</b>	<b>EXPIRATION DATE</b>
Devonshire	Contra Costa	MAY 17 1995

**CONSUMER INFORMATION**

**GENERAL INFORMATION**

- This report is not an approval or disapproval of this subdivision.
- This report is for your information only and the information included may change substantially in the future.
- The Department of Real Estate has not yet made a substantive review of this proposed subdivision.
- Under this Preliminary Public Report, seller is authorized only to advertise and take reservations.
- The seller may not negotiate the sale or lease of lots or units with you until a FINAL PUBLIC REPORT has been issued by the Department of Real Estate (DRE).
- You have no assurance that this subdivision or promised improvements will ever be completed or will ever comply with DRE requirements.

**RESERVATIONS ARE NON-BINDING**

- The reservation form is not a contract.
- Its terms are *not enforceable* by either you or the seller.
- You or the seller may cancel the reservation at any time.
- The seller may ignore the reservation and sell the property to someone else.
- If you or the seller cancel the reservation, your entire deposit shall be returned immediately by seller or escrow depository.

**FINAL PUBLIC REPORT**

The Final Public Report will tell you much more vital information about the property than is contained in this Preliminary Public Report. It is important that you read and consider all this information before deciding to purchase.

**FINANCING PROGRAMS**

Financing programs which are being advertised at present, could differ substantially from those approved by the Department of Real Estate at the time of issuance of the Final Public Report. It is important that you read and fully understand all loan documents before you actually obligate yourself to purchase.

**ANY PRICE QUOTATIONS ARE SUBJECT TO CHANGE**

Any reservation form you sign does not guarantee a price for the property considered nor does it require the seller to sell the property to you at prices discussed at the time you signed the form. To actually buy the property, you must still sign a purchase contract which can only be done after you have received a copy of the Final Public Report.

*Continued on page 2.*

**LOCATION AND SIZE**

This subdivision contains forty-four (44) lots/units on 16.4 acres and is located at :

Tice Creek Drive, Walnut Creek,

California

**TYPE OF SUBDIVISION**

Condominium

**INTEREST TO BE CONVEYED**

You will receive fee title to a specified unit and an undivided fractional interest as a tenant-in-common in the common area together with a membership in an incorporated Homeowners Association and rights to use the common areas.

**COMMON AREAS AND FACILITIES**

This is a common interest subdivision. Condominiums, community apartments, planned developments, and stock cooperatives are called common interest subdivisions because they include common areas and/or facilities which are owned and/or operated by an owners association.

You will be required to pay monthly homeowner assessments to support the common facility.

The common areas and common facilities proposed for this project will consist of:

streets and drives, lighting, natural

open space, fences and retaining walls

**NOTE:** It is very important that you read the "Common Interest General Information" on page 3. It tells you vital information concerning the homeowner, governing body, governing documents, and assessments.

**NO DISCRIMINATION ALLOWED**

Section 51 of the Civil Code, the Unruh Civil Rights Act, makes it unlawful for sellers of real property and real estate licensees, among others, to discriminate on the basis of sex, race, color, religion, ancestry, national origin, age, or sexual preference.

**ENVIRONMENTAL IMPACT**

Issuance of a Final Subdivision Public Report, not this Preliminary Report, will indicate the subdivision's compliance for purposes of environmental impact evaluation.

**RESERVATION MONEY HANDLING**

If you reserve a lot/unit, the seller must place all funds received from you, together with completed and executed Reservation Instrument (RE 612) and Reservation Deposit Handling Agreement (RE 612A), in a neutral escrow depository at:

North American Title Company

175 Lennon Lane, Suite 100

Walnut Creek, CA 94598

subject to the conditions of the reservation instrument. If you cancel the reservation, you may go to the seller or directly to the escrow depository to get a full refund of your deposit.

**PRELIMINARY PUBLIC REPORT TERMINATION**

This Preliminary Public Report expires one year from the date of issuance unless:

- a Final Public Report is issued (*issuance of a Final Public Report voids this Preliminary Public Report unless it is an overall Preliminary covering other tracts for which Final Reports are not yet issued*), or
- a renewal of the Preliminary Public Report is granted within that year, or
- expiration may be sooner if the seller does not currently hold title to the property.

Reviewed By: *[Signature]*

**REPORT PROBLEMS TO :**

**THE DEPARTMENT OF REAL ESTATE**

If you believe the seller has not complied with legal requirements or has acted in a discriminatory manner, you should contact the nearest subdivision office of the California Department of Real Estate.

Subdivisions Office – North  
2201 Broadway  
P. O. Box 187005  
Sacramento, CA 95818-7005  
Telephone: (916) 739-3631

Subdivisions Office – South  
107 South Broadway, Room 7111  
Los Angeles, CA 90012  
Telephone: (213) 897-3908

**SUBDIVIDER NOTICE:**

A COPY OF THIS PUBLIC REPORT AND A STATEMENT ADVISING THAT A COPY OF THE REPORT MAY BE OBTAINED FROM THE OWNER, SUBDIVIDER, OR AGENT AT ANY TIME UPON ORAL OR WRITTEN REQUEST, SHALL BE POSTED IN A CONSPICUOUS PLACE AT ANY OFFICE WHERE SALES OR LEASES OR OFFERS TO SELL OR LEASE INTERESTS WITHIN THIS SUBDIVISION ARE REGULARLY MADE. [Business and Professions Code Section 11018.1(b)]

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## COMMON INTEREST DEVELOPMENT GENERAL INFORMATION

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### *Common Interest Development*

The project described in the attached Subdivision Public Report is known as a common-interest development. Read the Public Report carefully for more information about the type of development. The development includes common areas and facilities which will be owned and/or operated by an owners' association. Purchase of a lot or unit automatically entitles and obligates you as a member of the association and, in most cases, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

### *Governing Instruments*

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which generally include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation (or association) and bylaws. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase a subdivision interest.

### *Assessments*

In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot or unit. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot or unit may be liened and sold through the exercise of a power of sale. The anticipated income and expenses of the association, including the amount that you may expect to pay through assessments, are outlined in the proposed budget. Ask to see a copy of the budget if the subdivider has not already made it available for your examination.

### *Common Facilities*

A homeowner association provides a vehicle for the ownership and use of recreational and other common facilities which were designed to attract you to buy in this development. The association also provides a means to accomplish architectural control and to provide a base for

homeowner interaction on a variety of issues. The purchaser of an interest in a common-interest development should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the board. In short, "they" in a common interest development is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

### *Subdivider Control*

Until there is a sufficient number of purchasers of lots or units in a common interest development to elect a majority of the governing body, it is likely that the subdivider will effectively control the affairs of the association. It is frequently necessary and equitable that the subdivider do so during the early stages of development. It is vitally important to the owners of individual subdivision interests that the transition from subdivider to resident-owner control be accomplished in an orderly manner and in a spirit of cooperation.

### *Cooperative Living*

When contemplating the purchase of a dwelling in a common interest development, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interests of the individual. Remember that managing a common interest development is very much like governing a small community ... the management can serve you well, but you will have to work for its success. [B & P Code Section 11018.1(c)]



**RESERVATION INSTRUMENT**

RE 612 (Rev. 12/86)

**THIS IS NOT A CONTRACT NOR AN OFFER TO PURCHASE OR SELL**

UDC Homes, Inc., a California Corporation (hereinafter "Subdivider")

acknowledges receipt from \_\_\_\_\_

(hereinafter "Potential Buyer") of \_\_\_\_\_

(Address)

of the sum of \$ \_\_\_\_\_ for the reservation of \_\_\_\_\_

(Lot or Unit Number)

in Mutual 65

(Name of Subdivision)

County of Contra Costa, State of California.

Subdivider hereby reserves the above-identified lot or unit for Potential Buyer and represents that he will immediately place the deposit and a signed copy of this document in the following neutral escrow depository:

FIRM NAME		STREET ADDRESS (Do not list Post Office box)	
North American Title Company, Inc.		175 Lennon Lane, Suite 100	
CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Walnut Creek	California	94598	( 510 ) 935-0400

*This instrument does not create a contractual obligation to buy or sell on the part of either Subdivider or Potential Buyer. Either party may, at any time, cancel this reservation instrument without incurring liability to the other. In the event of cancellation by either party, the deposit shall be immediately returned to Potential Buyer without any deduction except as provided in (2) below.*

- If Potential Buyer so requests by completing appropriate instructions below, subdivider will make arrangements with the escrow depository for the earning of interest on Potential Buyer's deposit. \$ \_\_\_\_\_ will be deducted by escrow depository from interest earned on the deposit as a charge for providing the service to Potential Buyer. The balance of the interest earned will be paid to Potential Buyer or credited to his/her account.
- By initialing here \_\_\_\_\_, Potential Buyer agrees to the payment of charges as set forth above and requests that the deposit be placed into an interest bearing account as follows:

NAME AS ACCOUNT IS TO BE HELD	TAXPAYER IDENTIFICATION NO. (Social Security No )

- CAVEAT: If the deposit is to be placed into an interest bearing account:
  - Escrow depository will not deposit funds into the account on Potential Buyer's behalf -- and therefore interest will not accrue -- until escrow depository has been notified that Potential Buyer's check has cleared.
  - There may be a delay in returning the deposit to Potential Buyer on his request.
  - There may be an interest penalty in the case of an early withdrawal from the account.
  - If after Potential Buyer has received a Final Subdivision Public Report for this subdivision, he enters into a contract with Subdivider to purchase the reserved subdivision interest, the deposit plus interest earned on the deposit, if any, may be applied toward purchase of the subdivision interest with the express authorization of Potential Buyer.
- The price and other terms of purchase of the subdivision interest will be those set forth in a purchase contract if Potential Buyer enters into one after receiving a copy of the Final Subdivision Public Report.

NAME OF SUBDIVIDER		POTENTIAL BUYER(S)		DATE
UDC Homes, Inc., a California Corporation		▶		
BY (Authorized Agent)	DATE		▶	DATE
▶				

**RESERVATION DEPOSIT HANDLING AGREEMENT**

RE 612A (Rev. 3/89)

**SUBDIVISION NAME**

Subdivision 7878 and Subdivision 7674

**PRELIMINARY/INTERIM PUBLIC REPORT EXPIRATION DATE**

May 17, 1995

**TRACT NUMBER**

7878 &amp; 7674

**COUNTY**

Contra Costa

Subdivider hereby represents that all money deposits received from Potential Buyers in connection with the taking of reservations for lots/units under authority of a Preliminary/Interim Public Report for the above-named subdivision will be immediately placed into the below-named neutral escrow depository:

**FIRM NAME**

North American Title Company, Inc., a California Corporation

**STREET ADDRESS (DO NOT LIST POST OFFICE BOX.)**

175 Lennon Lane, Suite 100

**CITY**

Walnut Creek

**STATE**

California

**ZIP CODE**

94598

**TELEPHONE NUMBER**

( 510 ) 935-0400

1. Escrow depository accepts and will hold deposit funds in escrow for those Potential Buyers who have made deposits, subject to the right of each Potential Buyer to receive back the full amount that he or she has deposited under a reservation instrument, without the consent of the subdivider at any time until the Potential Buyer has entered into a contract to purchase a lot or unit within the subdivision and has expressly authorized that the deposit be applied toward the purchase of the lot or unit.
2. Escrow depository further agrees that it will place deposits into interest bearing accounts in accordance with the instructions of Potential Buyer and that it will pay to Potential Buyer, or credit to Potential Buyer's account, all interest earned on the deposit less any interest penalties for early withdrawal and administrative charges imposed by escrow holder for its services in establishing and maintaining interest bearing accounts in the name of Potential Buyer.
3. If the Preliminary/Interim Public Report expires, all deposits will be immediately refunded by escrow depository unless a Renewed Preliminary/Interim Public Report is furnished to escrow depository by the subdivider or subdivider's agent.

**NAME OF SUBDIVIDER**

UDC Homes, Inc., a California Corporation

By:

▶

TITLE

DATE

**NAME OF ESCROW DEPOSITORY**

North American Title Company, Inc., a California Corporation

By:

▶

TITLE

DATE

Base Prices

106 - 395,000

107 - 410,000

108 440,000

# Devonshire

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A T R O S S M O O R

---

By UDC HOMES

# DEVONSHIRE

## FEATURES THAT EXCEED YOUR EXPECTATIONS

### DRAMATIC LIVING AREAS

- Volume 10-foot ceilings
- Six- panel interior doors with brass hardware
- Gas fireplaces with ceramic tile faces and hearths, glass door enclosures and decorative mantels (per plan)
- Elegant polished brass light fixtures, including dining room chandelier and nook fixture
- Plush carpeting in a choice of colors
- ~~Swinging~~ <sup>SLIDER</sup> patio doors to rear yard
- Ceramic tile entries

### GOURMET KITCHENS

- Ceramic tile countertops
- ~~Stained~~ <sup>OK</sup> maple raised-panel cabinetry and lined drawers
- Recessed light fixtures
- Undercounter fluorescent lighting
- Upgraded multi-cycle dishwashers
- Designer-quality no-wax flooring
- Breakfast rooms, with breakfast bars (per plan)
- Spacious pantries
- Water lines for icemakers
- Euro-style cabinet hinges and drawer slides
- Trash compactors
- Quality G.E. appliances
- Microwaves over self-cleaning ovens
- Gas cooktops with grill and four burners

### BEDROOMS and BATHS

- Volume 10-foot ceilings in master suites
- Swinging patio doors in rear
- Cultured marble bathroom vanity tops over stained maple cabinetry
- Full sized tubs and showers
- Mirrored medicine cabinets
- Spacious walk-in closets
- Polishes brass / chrome plumbing features
- Large oval tubs (in master)

### COMFORT and CONVENIENCE

- Air conditioning
- Set-back thermostats
- R-30 ceiling insulation
- R-13 exterior wall insulation
- Separate interior laundry rooms
- Smoke detectors
- White aluminum windows
- Wood-framed patio doors
- Private attached double garages
- Automatic garage door opener

### DISTINCTIVE EXTERIORS

- Lighted, private, exposed aggregate entry walkways
- High profile Class A fire resistant concrete tile roofs
- Exposed aggregate driveways
- Illuminated house numbers for easy identification
- Common area landscaping and irrigation system included
- Eight-foot paneled solid entry doors
- Redwood decks or ~~exposed aggregate patios~~  
*ON SOME LOTS*

### PERSONAL TOUCH OPTIONS

- Extensive collection of carpet colors, textures and fibers
- Designer and embossed sheet vinyl flooring
- Hardwood marble and ceramic flooring selections
- Whitewash stain on cabinets
- Gas cooktops and dual ovens
- Fireplace facing selections (marble, tile, brick)
- Corian upgrade kitchen and bathroom counter-tops in choice of colors
- Optional brick fireplace faces

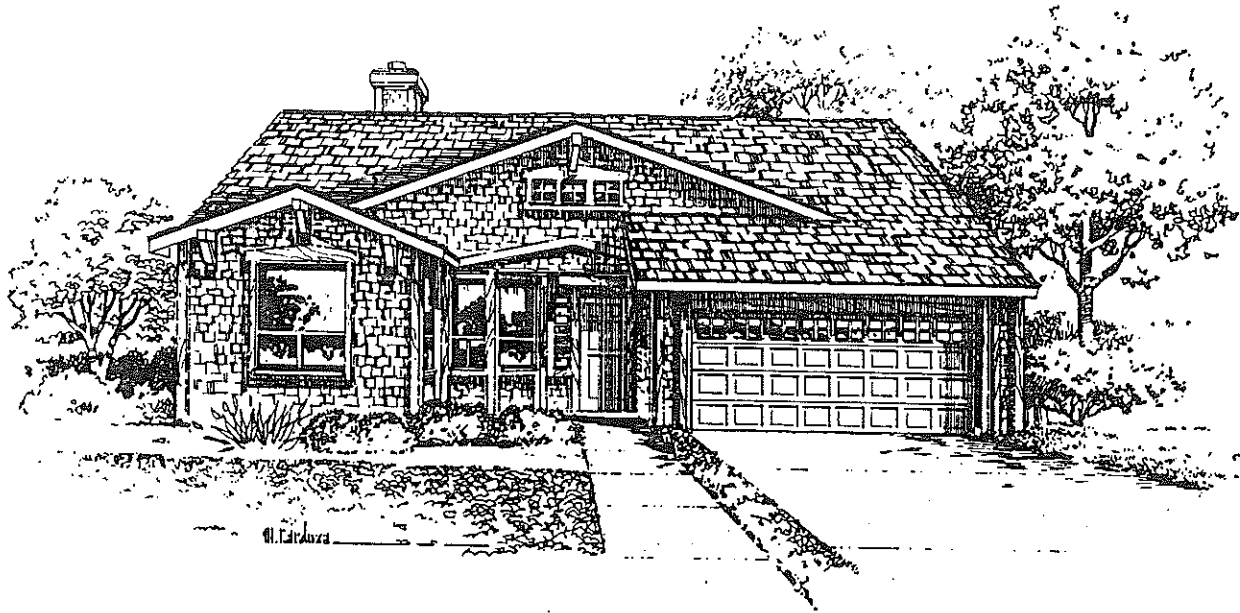
See Your Sales Associate for Exciting Optional Features to Customize Your New Home

EFFECTIVE DATE  
091694

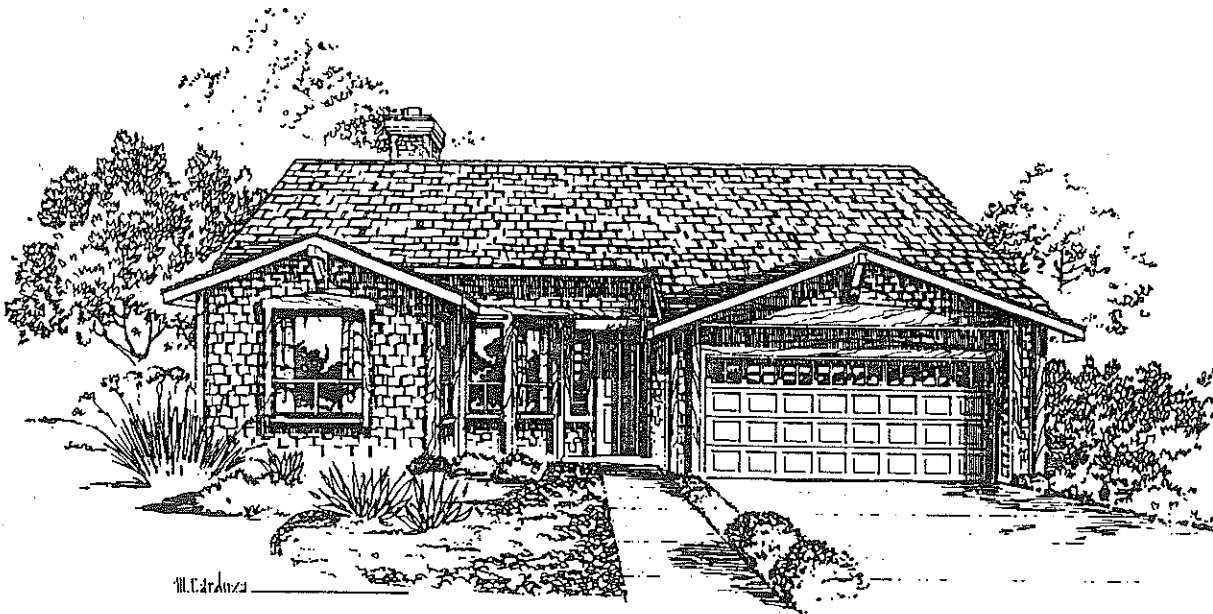
# Devonshire

The Sherwood - Plan 106  
3 Bedrooms / Optional Study  
1994 Sq. Ft.

Elevation A



Elevation B

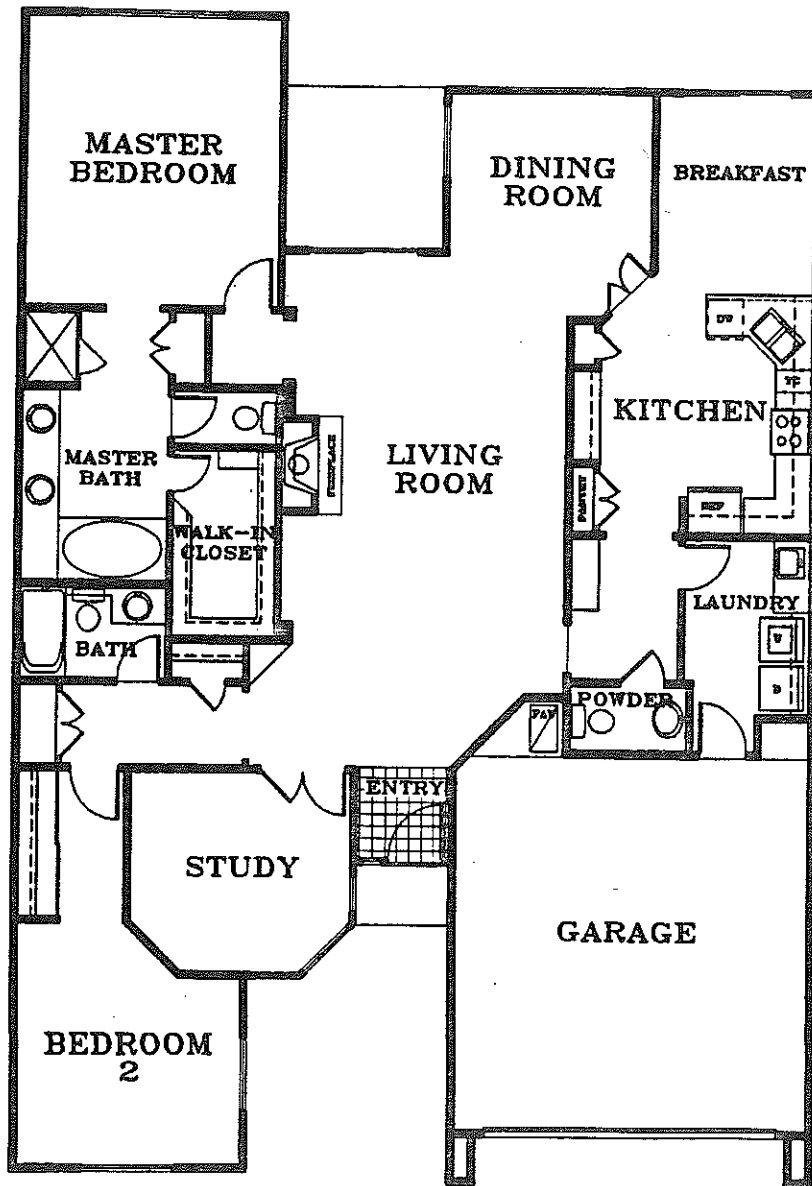


PRINTED ON 100% RECYCLED PAPER

These renderings are artist conceptions only. Actual homes may have minor differences from these drawings and are subject to changes without notice.

# Devonshire

The Sherwood - Plan 106  
3 Bedrooms / Optional Study  
1994 Sq. Ft.



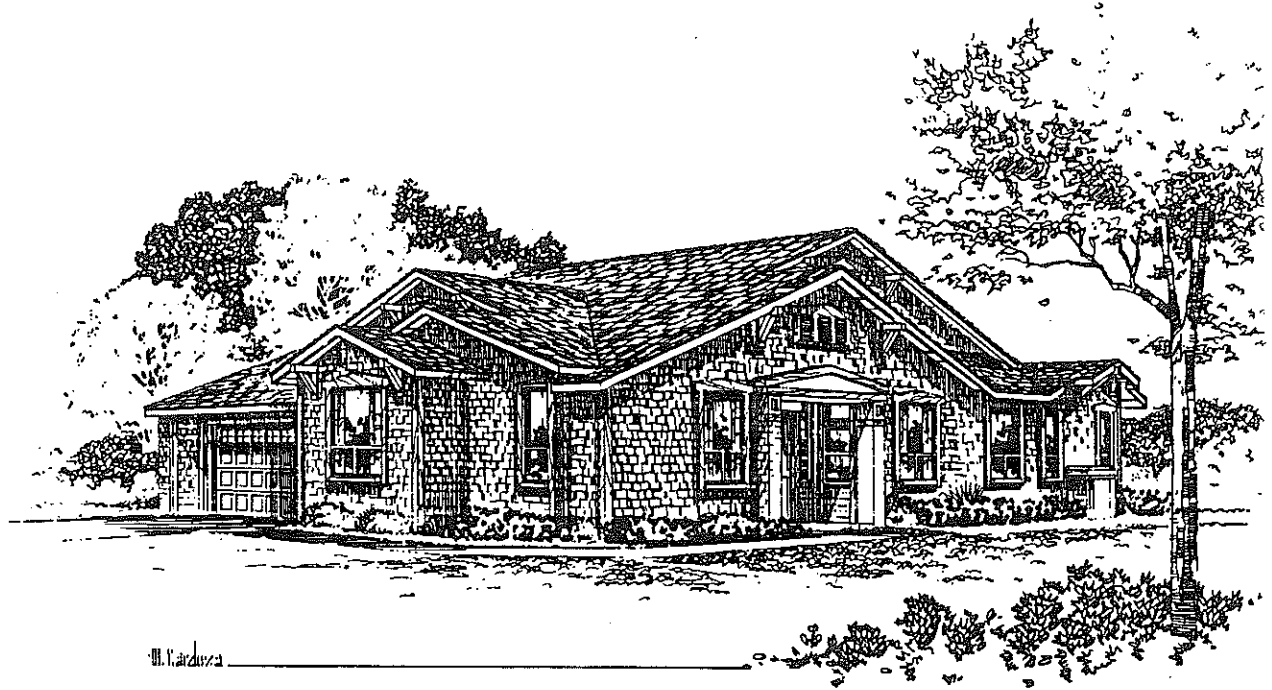
# Devonshire

The Churchill - Plan 108

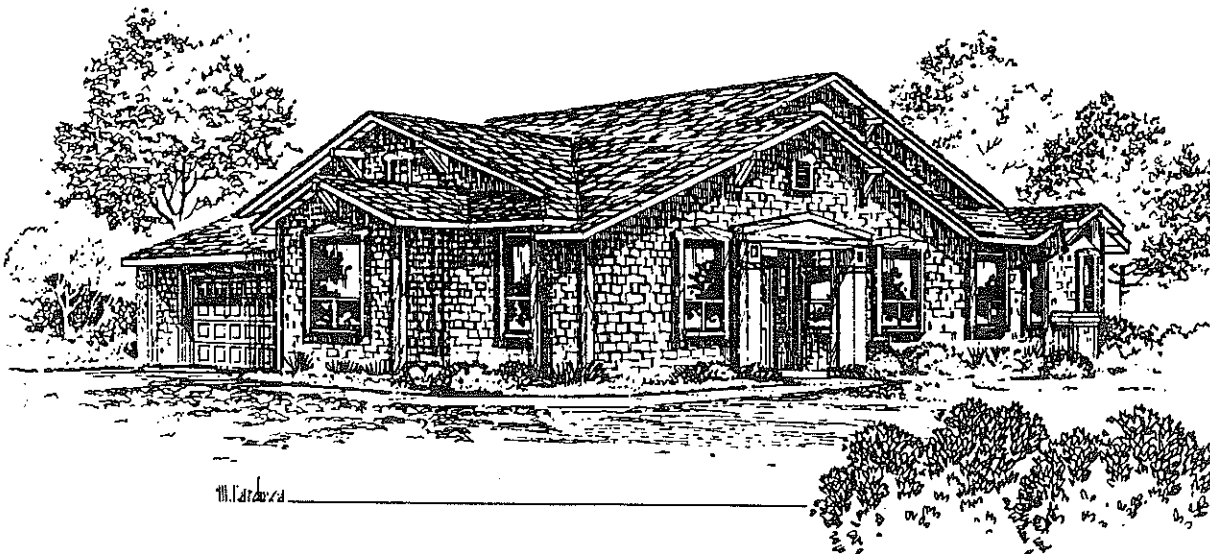
3 Bedrooms / Optional Study

2305 Sq. Ft.

Elevation A



Elevation B

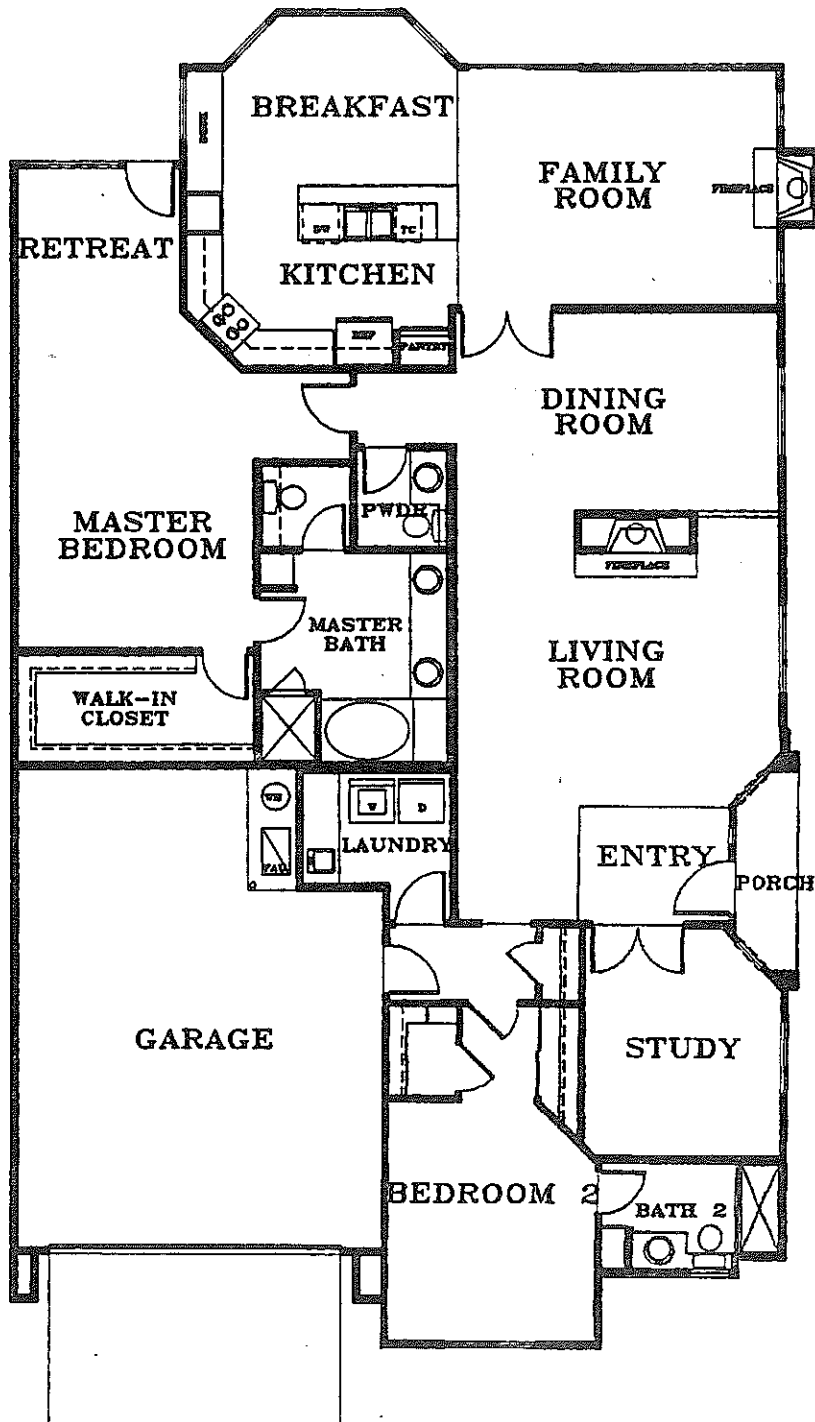


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# Devonshire

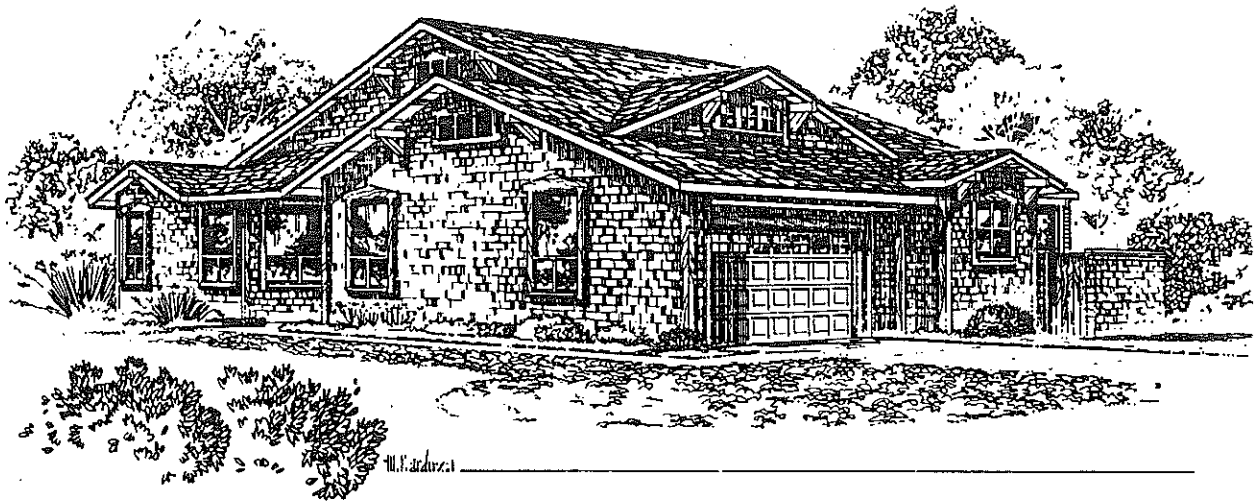
The Churchill - Plan 108  
3 Bedrooms / Optional Study  
2305 Sq. Ft.



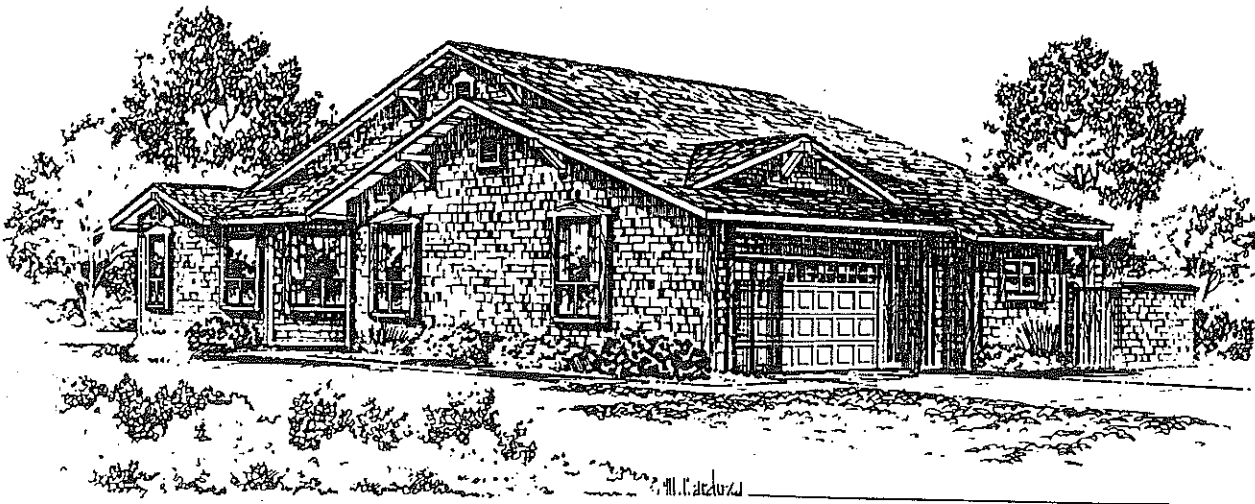
# Devonshire

The Kensington - Plan 107  
2 Bedrooms / Optional Study  
2205 Sq. Ft.

Elevation A



Elevation B



PRINTED ON 100% RECYCLED PAPER

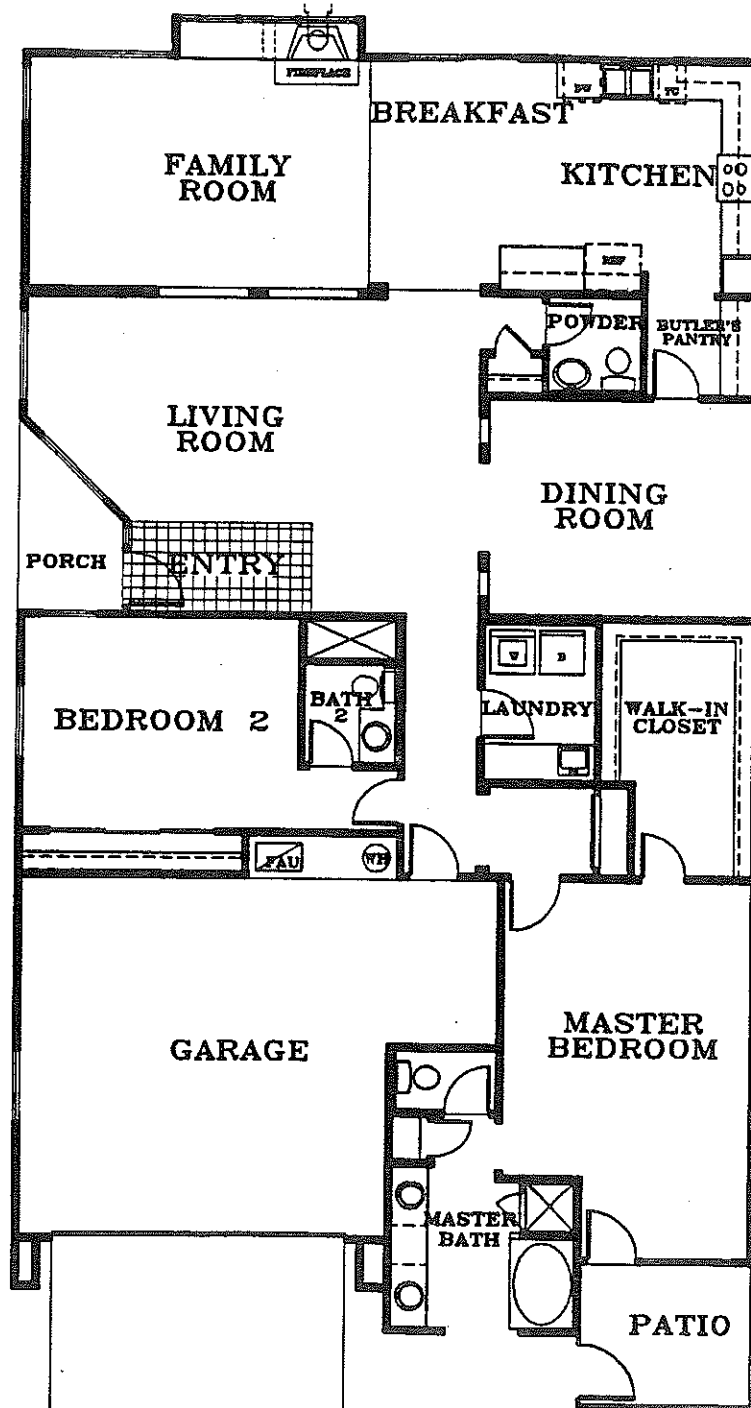
These renderings are artist conceptions only. Actual homes may have minor differences from these drawings and are subject to changes without notice.

# Devonshire

The Kensington - Plan 107

2 Bedrooms / Optional Study

2205 Sq. Ft.



UDC HOMES, INC. – MUTUAL 65  
GARAGE ASSIGNMENTS

**DEVONSHIRE  
LOT 4**

BUILDING #'S: 6501			6502			6503			6504		
Unit #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #			
1	107	G1	107	G1	107	G1	108	G1			
2	108	G2	106	G2	106	G2	106	G2			
3	N/A	N/A	108	G3	108	G3	107	G3			

BUILDING #'S: 6505			6506			6507		
Unit #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #		
1	108	G1	108	G1	108	G1		
2	107	G2	106	G2	106	G2		
3	N/A		107	G3	107	G3		

**DEVONSHIRE  
LOT 6**

BUILDING #'S: 6508			6509			6510			6511		
Unit #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #			
1	108	G1	108	G1	107	G1	107	G1			
2	106	G2	106	G2	108	G2	106	G2			
3	107	G3	107	G3	N/A	N/A	108	G3			

BUILDING #'S: 6512			6513			6514			6515		
Unit #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #	Plan Type	Assigned Garage Parking Space #			
1	107	G1	107	G1	107	G1	108	G1			
2	106	G2	106	G2	106	G2	107	G2			
3	108	G3	108	G3	108	G3	N/A	N/A			

BUILDING #'S: 6516		
Unit #	Plan Type	Assigned Garage Parking Space #
1	108	G1
2	106	G2
3	107	G3

Base Prices

106	\$395,000.00
107	\$410,000.00
108	\$440,000.00

Lot Premiums to be determined



# CONDOMINIUM PLAN MUTUAL 65 SUBDIVISION 7878

CITY OF WALNUT CREEK, CONTRA COSTA COUNTY CALIFORNIA  
**dk ASSOCIATES, INC.**  
CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

MAY, 1994  
SCALE: 1"=40'

A = 51°40'48"  
R = 137.00'  
L = 123.57'

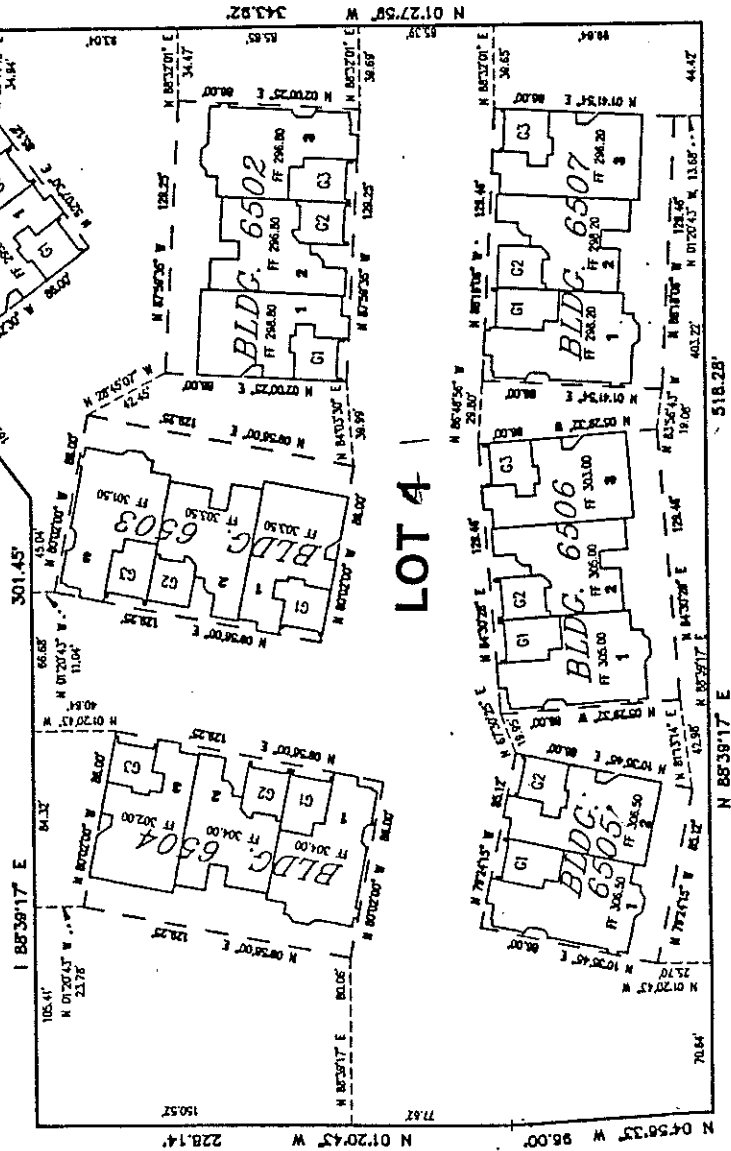
## LEGEND

FF	FINISH FLOOR ELEVATION
G	GARAGE
R	REVERSED UNIT
---	BUILDING ENVELOPE
- - -	BUILDING TIE
1	UNIT NUMBER
BLDG. 6502	BUILDING NUMBER

## NOTES:

- ALL ANGLES ARE 45° AND 90° UNLESS OTHERWISE NOTED.
- TIES SHOWN ARE TO EXTERIOR LIMITS OF BUILDING. TIES ARE TO BUILDING FOUNDATION LINES.
- INTERIOR DIMENSIONS OF INDIVIDUAL UNITS ARE SHOWN ON THE BUILDING DETAIL PLANS.
- THE CONDOMINIUM PLANS CONSIST OF 1) A DESCRIPTION OF SURVEY MAP OF A CONDOMINIUM PROJECT WHICH REFERS TO OR SHOWS MONUMENTATION ON THE GROUND, AND 2) A THREE DIMENSIONAL DESCRIPTION OF THE PROJECT IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND EACH SEPARATE INTEREST.

SHEET 1 OF 5  
91-1001-20





DIRECT

Phone No.: (510) 935-0400  
Our No.: 9411003  
2ND SUPPLEMENTAL

UDC HOMES  
1717 11003.pROSSMOOR PARKWAY  
WALNUT CREEK, CA 94595  
ATTN: CHRIS CADY

**PROPERTY ADDRESS**  
LOT 6, DEL VALVE SUBDIVISION 6815  
WALNUT CREEK, CALIFORNIA

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,

**North American Title Company, Inc.**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE, DESCRIBING THE LAND AND THE ESTATE OR INTEREST HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN, OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSION FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER, COPIES OF THE POLICY FORMS SHOULD BE READ, THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF POLICY TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

Dated as of APRIL 29, 1994  
at 7:30 A.M.

ALEX DE SYLVIO//AB  
Title Officer

**THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:**

A FEE

**TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:**

UDC HOMES, INC., A DELAWARE CORPORATION SUCCESSOR BY MERGER TO UDC - UNIVERSAL DEVELOPMENT L.P., A DELAWARE LIMITED PARTNERSHIP

**PRELIMINARY REPORT**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)**

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to the Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.  
Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
4. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
5. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1990**  
**WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to the Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

The form of policy of title insurance contemplated by this report is:

ALTA Loan Policy - Form 1 (10-17-92) and CLTA Standard Coverage Policy - 1990

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. General and special taxes for the fiscal year 1994-1995, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
3. The land described lies within the boundaries of the Acalanes Union High School District. Amounts thereunder, if any, are included with county taxes.
4. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : EAST BAY MUNICIPAL UTILITY DISTRICT  
For : PIPE LINES  
Recorded : MARCH 9, 1959  
Book : 3332  
Page : 599  
Affects : PORTIONS OF SAID LAND

5. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : EAST BAY MUNICIPAL UTILITY DISTRICT, A PUBLIC CORPORATION  
For : PIPE LINES  
Recorded : MARCH 29, 1965  
Book : 4833  
Page : 152  
Affects : A NORTHWESTERLY PORTION OF SAID LAND

6. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : ACALANES UNION HIGH SCHOOL DISTRICT OF  
CONTRA COSTA COUNTY ROSSMOOR  
CORPORATION, A CALIFORNIA CORPORATION  
For : INGRESS, EGRESS AND UTILITIES  
Recorded : AUGUST 24, 1967  
Book : 5439  
Page : 188  
Affects : PORTIONS OF SAID LAND

7. Covenants, Conditions and Restrictions in the declaration of restrictions, which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. Said Covenants, Conditions and Restrictions, **do not provide for reversion of title** in the event of a breach thereof. Restrictions, if any, based upon race, color, religion or national origin are deleted.

Recorded : MAY 17, 1968  
Book : 5626  
Page : 832

Said matter affects : A PORTION OF SAID LAND

8. Covenants, Conditions and Restrictions in the declaration of restrictions, which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. Said Covenants, Conditions and Restrictions, **do not provide for reversion of title** in the event of a breach thereof. Restrictions, if any, based upon race, color, religion or national origin are deleted.

Recorded : MAY 17, 1968  
Book : 5627  
Page : 87

Said matter affects : PORTION OF SAID LAND

9. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : UNION OIL COMPANY OF CALIFORNIA, A  
CALIFORNIA CORPORATION  
For : INGRESS AND EGRESS  
Recorded : MARCH 24, 1970  
Book : 6091  
Page : 99  
Affects : A EASTERLY PORTION OF SAID LAND

10. An Agreement for MAINTENANCE by and between the therein named parties and upon the terms and conditions contained therein

Executed by : TERRA CALIFORNIA, A CALIFORNIA CORPORATION  
And between : UNION OIL COMPANY OF CALIFORNIA, A  
CALIFORNIA CORPORATION  
Recorded : MARCH 24, 1970  
Book : 6091  
Page : 103

11. Terms and provisions as set forth in the open space easement contract executed by and between Terra California, a California corporation and the City of Walnut Creek, a Municipal corporation, recorded May 14, 1982, in Book 10780, Page 663, Instrument No. 82-54341.

Said matter affects : A NORTHERLY PORTION OF SAID LAND

12. An easement affecting the portion of said land and for purposes stated therein, and incidental purposes, shown or dedicated by the map of

Tract : 6815  
For : PRIVATE SANITARY SEWER  
Affects : A PORTION OF SAID LAND AS SHOWN ON THE FILED MAP AS "P.S.S.E."

For : PRIVATE ACCESS, EMERGENCY ACCESS AND PUBLIC UTILITIES  
Affects : A NORTHWESTERLY PORTION OF SAID LAND AS SHOWN ON THE FILED MAP AS "P.A.E. #2, E.A.E. AND P.U.E."

For : STORM DRAIN  
Affects : A SOUTHERLY AND SOUTHEASTERLY PORTION OF SAID LAND AS SHOWN ON THE FILED MAP AS "S.D.E."

For : TIDE VALLEY ROAD WIDENING  
Affects : A NORTHEASTERLY PORTION OF SAID LAND

13. An Agreement for SUBDIVISION IMPROVEMENT by and between the therein named parties and upon the terms and conditions contained therein

Executed by : UDC HOMES, A LIMITED PARTNERSHIP AND ACALANES UNION HIGH SCHOOL DISTRICT  
Recorded : NOVEMBER 12, 1987  
Book : 14013  
Page : 623

14. An Agreement by and between the therein named parties and upon the terms and conditions contained therein

Executed by : UDC-UNIVERSAL DEVELOPMENT L.P., A DELAWARE LIMITED PARTNERSHIP DOING BUSINESS IN THE STATE OF CALIFORNIA AS UDC HOMES LIMITED PARTNERSHIP

And between : ACALANES UNION HIGH SCHOOL DISTRICT OF CONTRA COSTA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Recorded : NOVEMBER 16, 1987  
Book : 14020  
Page : 663

15. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : ACALANES UNION HIGH SCHOOL DISTRICT OF  
CONTRA COSTA COUNTY  
For : PUBLIC UTILITIES, ROADWAYS, POWER LINES,  
SEWER PURPOSES AS THEREIN SET FORTH  
Recorded : NOVEMBER 16, 1987  
Book : 14020  
Page : 670  
Affects : A NORTHWESTERLY PORTION OF SAID LAND AS  
SHOWN ON THE FILED MAP AS "P.A.E. #2, E.A.E.  
AND P.U.E."  
And recorded : NOVEMBER 16, 1987, IN BOOK 14020, PAGE 677,  
OFFICIAL RECORDS

16. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : EAST BAY MUNICIPAL UTILITY DISTRICT  
For : PERPETUAL EASEMENT AND RIGHT OF WAY FOR  
THE PURPOSE OF LAYING DOWN, CONSTRUCTING,  
RECONSTRUCTING, REMOVING, REPLACING,  
REPAIRING, MAINTAINING, OPERATING AND USING,  
AS THE GRANTEE MAY SEE FIT, FOR THE  
TRANSMISSION AND DISTRIBUTION OF WATER, A  
PIPE OR PIPE LINES AND ALL NECESSARY BRACES,  
CONNECTIONS FASTENINGS AND OTHER  
APPLIANCES AND FIXTURES FOR USE IN  
CONNECTION THEREWITH OR APPURTENANT  
THERE TO  
Recorded : SEPTEMBER 15, 1988  
Book : 14581  
Page : 345  
Affects : THE NORTHWESTERLY, PORTION AND THE  
CENTRAL AND NORTHWESTERLY AND WESTERLY  
PORTIONS OF SAID LAND

17. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : PACIFIC BELL  
For : UNDERGROUND AND ABOVEGROUND FACILITIES  
Recorded : NOVEMBER 14, 1989  
Book : 15476  
Page : 846  
Affects : THAT PORTION OF SAID LAND DESIGNATED "E.A.E.  
& P.U.E." ON THE FILED MAP

18. An easement affecting the portion of said land and for the purpose stated therein, and incidental purposes,

In favor of : EAST BAY MUNICIPAL UTILITY DISTRICT  
For : WATER, A PIPE OR PIPELINES  
Recorded : JUNE 17, 1991  
Book : 16669  
Page : 87  
Affects : THE WESTERN, NORTHWESTERN AND CENTRAL  
PORTION OF PREMISES

19. A Deed of Trust to secure an indebtedness of the amount stated therein, and any other obligations secured thereby

Dated : JULY 1, 1992

Amount : 1. 11003.pWATERFORD EQUITY:  
THAT CERTAIN NOTE (SECURED) DATED MAY 4, 1990, MADE BY UDC-UNIVERSAL DEVELOPMENT L.P., A DELAWARE LIMITED PARTNERSHIP DOING BUSINESS IN THE STATE OF CALIFORNIA AS UDC HOMES LIMITED PARTNERSHIP ("UDC"), TO THE ORDER OF CONTINENTAL BANK, N.A., A NATIONAL BANKING ASSOCIATION ("CONTINENTAL"), IN THE ORIGINAL PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000), AS SUCH NOTE WAS AMENDED AND THE PRINCIPAL AMOUNT THEREUNDER INCREASED TO THREE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$8,225,000) PURSUANT TO THE TERMS OF THOSE CERTAIN FIRST, SECOND AND THIRD AMENDMENTS AND MODIFICATIONS TO NOTE (SECURED) AND LOAN AGREEMENT-EQUITY LOAN DATED AS OF AUGUST 28, 1991, MAY 8, 1992, AND JULY 31, 1992, RESPECTIVELY, EXECUTED BY UDC AND CONTINENTAL.

## 2. WATERFORD C/L

THAT CERTAIN NOTE (SECURED) DATED MAY 4, 1990, MADE BY UDC TO THE ORDER OF CONTINENTAL IN THE ORIGINAL PRINCIPAL AMOUNT OF EIGHTEEN MILLION DOLLARS (\$18,000,000), AS SUCH NOTE WAS AMENDED AND THE PRINCIPAL AMOUNT THEREUNDER INCREASED TO EIGHTEEN MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$18,275,000) PURSUANT TO THE TERMS OF THOSE CERTAIN FIRST, SECOND AND THIRD AMENDMENTS AND MODIFICATIONS TO NOTE (SECURED), CONSTRUCTION LOAN AGREEMENT-CONSTRUCTION LOAN, AND CONSTRUCTION OF DEED OF TRUST WITH ASSIGNMENT OF RENTS AND FIXTURE FILING DATED AS OF AUGUST 28, 1991, MAY 8, 1992, AND JULY 31, 1992, RESPECTIVELY, EXECUTED BY UDC AND CONTINENTAL.

3. LA BAND VILLAGE

THAT CERTAIN AMENDED AND RESTATED PROMISSORY NOTE SECURED BY DEED OF TRUST DATED MAY 31, 1991, MADE BY REALTY DEALERS, LTD., AN ILLINOIS LIMITED PARTNERSHIP ("REALTY DEALERS"), TO THE ORDER OF CONTINENTAL IN THE ORIGINAL PRINCIPAL AMOUNT OF THREE MILLION SIX HUNDRED NINETY-THREE THOUSAND EIGHTY DOLLARS (\$3,693,080), AS SUCH NOTE WAS AMENDED BY THOSE TWO (2) CERTAIN MODIFICATION AND EXTENSION AGREEMENTS DATED MAY 31, 1991 AND JUNE 2, 1992, RESPECTIVELY, EXECUTED BY REALTY DEALERS AND CONTINENTAL.

4. ROSSMOOR 4

THAT CERTAIN PROMISSORY NOTE SECURED BY DEED OF TRUST DATED MARCH 23, 1989, MADE BY TERRA CALIFORNIA LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP ("TERRA CALIFORNIA"), TO THE ORDER OF CONTINENTAL IN THE ORIGINAL PRINCIPAL AMOUNT OF TWENTY MILLION DOLLARS (20,000,000), AS SUCH NOTE WAS AMENDED BY THOSE TWO (2) CERTAIN MODIFICATION AND EXTENSION AGREEMENTS DATED APRIL 1, 1992 AND JULY 1, 1992, RESPECTIVELY, EXECUTED BY TERRA CALIFORNIA AND CONTINENTAL.

Trustor	:	UDC-UNIVERSAL DEVELOPMENT L.P., A DELAWARE LIMITED PARTNERSHIP
Trustee	:	FIRST AMERICAN TITLE GUARANTY CO.
Beneficiary	:	CONTINENTAL BANK N.A.A NATIONAL BANKING ASSOCIATION
Recorded	:	SEPTEMBER 28, 1992
Book	:	17877
Page	:	523
Instrument No.	:	92-252465
Loan No.	:	NONE SHOWN
Beneficiary mailing address	:	LUBE AND LUBE 10100 SANTA MUNICH BOULEVARD SUITE 2200 LOS ANGELES, CALIFORNIA 90067 ATTENTION: MARIA M. RUBES, ESQ.

Said matter affects : THE NORTHERLY PORTION OF SAID LAND AND  
OTHER PROPERTY

An instrument purports to modify the terms of said Deed of Trust as therein provided

Dated : SEPTEMBER 23, 1992  
Recorded : OCTOBER 2, 1992  
Book : 17899  
Page : 576

**END OF EXCEPTIONS**

**Note:**

No known matters otherwise appropriate to be shown have been deleted from this report, which is not a policy of title insurance but a report to facilitate the issuance of a policy of title insurance.

For purposes of policy issuance, no items are intended to be eliminated on the basis of an indemnity agreement or other agreement satisfactory to the company as insurer.

**NOTE:** Assembly Bill 512 is effective January 1, 1990. Due to the regulations imposed by this act delays in closing will occur if deposits to escrow are by other than cash, electronic payment ("wired funds"), cashier's check, certified check or teller's check. Should you have any questions on how this could affect your transaction, please contact your escrow or title officer.

**NOTE:** The cities of Richmond, San Pablo, and El Cerrito impose a city transfer tax of \$7.00 per \$1,000 of value on any instrument transferring title to the real property. This fee is in addition to the \$.55 per \$500 value that Contra Costa County imposes; and is based upon the full value of the property without regard to any existing encumbrances or liens. When preparing any instrument conveying property in these cities, the transfer tax payable to the city must be separately stated from the county tax.

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This is a notice of a withholding requirement (California Revenue and Taxation Code Sections 18805 & 26131) on sales of real property. A recent change in California law requires state income tax withholding of 3-1/3% on all sales of real property by a seller with a last known address OUTSIDE the boundaries of California. This law applies to sales of real property by both individuals and corporations. Partnerships are exempt.

**The only real property exempt from this requirement is:**

1. The sales price of the California real property conveyed does not exceed One Hundred Thousand Dollars (\$100,000), or
2. The seller executes a written certificate, under penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, or
3. The seller, who is an individual, executes a written certificate, under penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

Seller may properly claim certain exemptions which do not relate to the property itself. It is the BUYER who is responsible for the tax withholding of seller's proceeds. Principals and their representatives may request more information by contacting the address below. The seller may request a waiver of withholding by contacting:

FRANCHISE TAX BOARD  
WITHHOLD AT SOURCE UNIT  
P.O. BOX 651  
SACRAMENTO, CA 95812-0651  
(916) 369-4900

**Informational Note:**

No transfers or agreements to transfer the land described herein appear of record during the period of 12 months prior to the date of this report, other than as may be shown therein, except as follows:

None

I-Sub

The following information is being provided as a courtesy only:

**General and special taxes for the fiscal year 1993-1994**

Land valuation	:	\$2,850,826.00
Improvement valuation	:	\$NONE SHOWN
Personal property	:	\$NONE SHOWN
First installment	:	\$15,201.54 PAID
Second installment	:	\$15,201.54 PAID
Exemption	:	\$NONE SHOWN
Account No.	:	189-130-019
Code area No.	:	09000

Description:

The land referred to herein is situated in the State of California, County of CONTRA COSTA, CITY OF WALNUT CREEK, described as follows:

LOT 6, AS SHOWN ON THE MAP OF SUBDIVISION 6815, FILED NOVEMBER 12, 1987, IN MAP BOOK 318, PAGE 3, CONTRA COSTA COUNTY RECORDS.

ASSESSORS PARCEL NO. 189-130-019



**To:** All Members of Walnut Creek Mutual No. Sixty Five

**Re:** Copy of Recorded Second Amendment to CC&Rs

Dear Mutual Members:

We are pleased to report that the recent membership vote to the proposed Second Amendment to the Mutual's Declaration of Covenants, Conditions and Restrictions ("CC&Rs") was successful. Accordingly, enclosed is a conformed copy of the Second Amendment to CC&Rs recorded with the Recorder's Office of Contra Costa County on April 6, 2015 as Document No. 2015-0063434.

Please keep the enclosed Amendment and all other Mutual Governing Documents (including Policies) in a safe and secure place and available for your easy reference and delivery to prospective purchasers should you decide to sell your manor.

Very truly yours,

Charles E. Coburn, Jr.  
President

Enclosure: Second Amendment to CC&Rs

If this document contains any restrictions based on race, religion, gender, sexual orientation, familial status, marital status, disability, national origin, ancestry or source of income as defined in subdivision (p) of Section 12955 that restriction violates State and Federal fair Housing Laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

4/2015

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

04/06/2015,20150063434

**WALNUT CREEK MUTUAL NO. SIXTY FIVE**  
c/o Hughes Gill Cochrane, P.C.  
Attn: Stephanie J. Hayes, Esq.  
1600 South Main Street, Suite 215  
Walnut Creek, CA 94596

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**SECOND AMENDMENT TO AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS –  
WALNUT CREEK MUTUAL NO. SIXTY FIVE**

This Second Amendment to the Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five (the “Second Amendment”) is made on the date hereinafter set forth by WALNUT CREEK MUTUAL NO. SIXTY FIVE, a California nonprofit mutual benefit corporation (the “Mutual”).

**RECITALS**

A. WHEREAS, an instrument entitled “Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five” was recorded on October 16, 2001 as Document No. 2001-0311734 in the Official Records of Contra Costa County, California (as amended, the “Declaration”);

B. WHEREAS, an instrument entitled “First Amendment to the Amended & Restated Declaration of Covenants, Conditions & Restrictions – Walnut Creek Mutual No. Sixty Five” was recorded on September 29, 2011 as Document No. 2011-0201864 in the Official Records of Contra Costa County, California.

C. WHEREAS, the Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California and described as follows (collectively, the “Complex”):

All of that parcel of land shown within the subdivision boundary of Subdivision 7878 as shown on the Map of Subdivision 7878, recorded on December 2, 1994 in the Official Records of Contra Costa County at Book 376 of Maps, Page 40, Contra Costa County Recorder; and



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

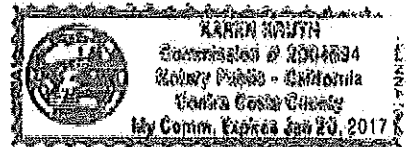
STATE OF CALIFORNIA  
COUNTY OF Contra Costa

On 3/23/15, before me, Karen Knuth, Notary Public, personally appeared, Charles Coburn, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Knuth (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF Contra Costa

On 3/3/15, before me, Karen Kruth, Notary Public, personally appeared, Dwain Clark Shepson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Karen Kruth

(Seal)

